

FILED

MAR 03 1995

HONORABLE JUDGE
MARIN COUNTY CLERK
BY: E. Keswick, Deputy

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL,)
a California not-for-profit)
religious corporation,)

Plaintiff,)

vs.)

GERALD ARMSTRONG; MICHAEL WALTON;)
THE GERALD ARMSTRONG CORPORATION)
a California for-profit)
corporation; DOES 1 through 100,)
inclusive,)

Defendants.)

No. 157 680

ARMSTRONG'S SUBMISSION
OF EXHIBIT INADVERTENTLY
OMITTED FROM EVIDENCE
FILED IN SUPPORT OF
OPPOSITION TO MOTION
FOR PROTECTIVE ORDER
AND SANCTIONS RE
SPECIALLY PREPARED
INTERROGATORIES

Date: 3/9/95
Time: 10:00 a.m.
Dept: Referee
Trial Date: 5/18/95

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I have personal knowledge of the facts set forth in this declaration and could competently testify thereto if called as a witness.

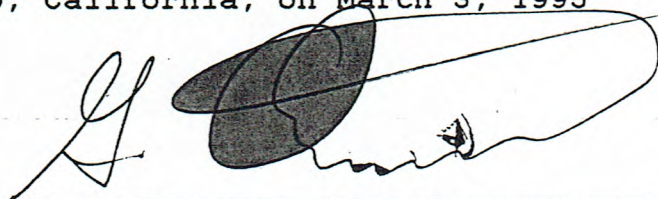
2. Appended hereto as Exhibit 3 is a true and correct copy of a declaration I executed March 16, 1992 and filed in the instant case in opposition to a motion for preliminary injunction. Appended to this declaration are true and correct copies of certain exhibits which were appended to the original declaration.

3. The declaration of March 16, 1992 is stated in my

1
2 declaration executed and filed March 2, 1995 in opposition to
3 Scientology's motion for protective order and for sanctions to be
4 Exhibit 3 thereto. Inadvertently, however, the March 16, 1992
5 declaration was not included in the exhibits to the March 2, 1995
6 declaration. Thus it is being filed and served on counsel
7 separately.

8 I declare under the penalty of perjury under the laws of the
9 State of California that the foregoing is true and correct.

10 Executed at San Anselmo, California, on March 3, 1995

11
12 A handwritten signature in black ink, appearing to read 'Gerald Armstrong', is written over a horizontal line. The signature is somewhat stylized and includes a large, dark, circular scribble or stamp over the middle portion.

13 GERALD ARMSTRONG

FILED

MAR 02 1995

HOWARD HANSON
MARIN COUNTY CLERK
BY: E. Keswick Deputy

1 Gerald Armstrong
2 715 Sir Francis Drake Boulevard
3 San Anselmo, CA 94960
4 (415)456-8450

5 SUPERIOR COURT OF THE STATE OF CALIFORNIA
6 FOR THE COUNTY OF MARIN

7 CHURCH OF SCIENTOLOGY INTERNATIONAL,)
8 a California not-for-profit)
9 religious corporation,)

10 Plaintiff,

11 vs.

12 GERALD ARMSTRONG; MICHAEL WALTON;
13 THE GERALD ARMSTRONG CORPORATION)
14 a California for-profit)
15 corporation; DOES 1 through 100,)
16 inclusive,)

17 Defendants.

No. 157 680

ARMSTRONG'S DECLARATION
IN OPPOSITION TO
SCIENTOLOGY'S MOTION
FOR PROTECTIVE ORDER
AND SANCTIONS RE
SPECIALLY PREPARED
INTERROGATORIES

Date: 3/9/95
Time: 10:00 a.m.
Dept: Referee
Trial Date: 5/18/95

18
19
20 VOLUME I

1 Gerald Armstrong
2 715 Sir Francis Drake Boulevard
3 San Anselmo, CA 94960
4 (415)456-8450

5 SUPERIOR COURT OF THE STATE OF CALIFORNIA
6 FOR THE COUNTY OF MARIN

7 CHURCH OF SCIENTOLOGY INTERNATIONAL,) No. 157 680
8 a California not-for-profit)
9 religious corporation,) **ARMSTRONG'S DECLARATION**
10 Plaintiff,) **IN OPPOSITION TO**
11 vs.) **SCIENTOLOGY'S MOTION**
12) **FOR PROTECTIVE ORDER**
13) **AND SANCTIONS RE**
14) **SPECIALLY PREPARED**
15) **INTERROGATORIES**
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)
Date: 3/9/95
Time: 10:00 a.m.
Dept: Referee
Trial Date: 5/18/95

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I have personal knowledge of the facts set forth in this declaration and could competently testify thereto if called as a witness.

2. Appended hereto as Exhibit 1 is a true and correct copy of a declaration I executed March 15, 1990 and filed in Scientology's appeal No. B025920 from the judgment in my favor in the case of Scientology v. Armstrong LASC No. C420153. Appended to this declaration of true and correct copies of certain exhibits which were appended to the original declaration.

3. Appended hereto as Exhibit 2 is a true and correct copy

1 of a declaration I executed December 25, 1990 and filed in
2 Scientology's appeal No. B025920 and B038975. Appended to this
3 declaration of true and correct copies of certain exhibits which
4 were appended to the original declaration.

5
6 4. Appended hereto as Exhibit 3 is a true and correct copy
7 of a declaration I executed March 16, 1992 and filed in the
8 instant case in opposition to a motion for preliminary
9 injunction. Appended to this declaration of true and correct
10 copies of certain exhibits which were appended to the original
11 declaration.

12 5. Appended hereto 4 is a true and correct copy of an
13 excerpt of a declaration executed February 8, 1994 by David
14 Miscavige and filed in the case of Scientology v. Geertz, US
15 District Court for the Central District of California, Case No.
16 CV 91-6426 HLH(tx).

17 6. Appended hereto as Exhibit 5 is a true and correct copy
18 of a declaration I executed February 22, 1994 and filed in
19 Geertz.

20 7. Appended hereto as Exhibit 6 is a true and correct copy
21 of an excerpt from Religious Technology Center Executive
22 Directive No. 45 dated September 6, 1991 and written by David
23 Miscavige.

24 8. Appended hereto as Exhibit 7 is a true and correct copy
25 of the "dead agent" documents produced by Scientology in this
26 litigation which are the subject of the special interrogatories I
27 propounded, and concerning which Scientology now seeks a

1 protective order.

2 9. Appended hereto as Exhibit 8 is a true and correct copy
3 of an excerpt of the deposition testimony of Scientology
4 representative Lynn Farny taken in this case July 27, 1994.

5 10. Appended hereto as Exhibit 9 is a true and correct copy
6 of a declaration executed August 1, 1994 by Ford Greene in
7 support of Gerald Armstrong's specially prepared interrogatories.

8 11. Appended hereto as Exhibit 10 is a true and correct
9 copy a letter dated January 10, 1995 from Ford Greene to Laurie
10 Bartilson.

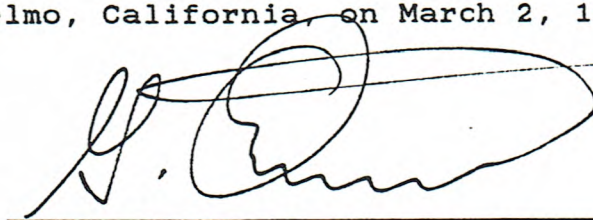
11 12. Appended hereto as Exhibit 11 is a true and correct
12 copy of excerpted pages from my Amended Answer to Scientology's
13 Amended Complaint herein.

14 13. Since the December, 1986 settlement I have become aware
15 of Scientology agents providing documents and statements
16 concerning its intelligence operations against me in which it
17 claims I wanted to overthrow its organization to many media
18 entities including the London Sunday Times, Los Angeles Times,
19 Premiere magazine, Los Angeles magazine, American Lawyer and
20 California Lawyer.

21 I declare under the penalty of perjury under the laws of the
22 State of California that the foregoing is true and correct.

23 Executed at San Anselmo, California, on March 2, 1995

24
25
26
27
28



GERALD ARMSTRONG

1 HUB LAW OFFICES
Ford Greene, Esquire
2 California State Bar No. 107601
711 Sir Francis Drake Boulevard
3 San Anselmo, California 94960-1949
Telephone: (415) 258-0360

4 Attorney for Defendant
5 GERALD ARMSTRONG

6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF MARIN

10

11 CHURCH OF SCIENTOLOGY)	No. 152 229
INTERNATIONAL, a California)	
12 not-for-profit religious)	
corporation;)	DECLARATION OF GERALD ARMSTRONG
13)	IN OPPOSITION TO SCIENTOLOGY'S
Plaintiffs,)	MOTION FOR PRELIMINARY
14)	<u>INJUNCTION</u>
vs.)	
15)	
GERALD ARMSTRONG; DOES 1)	Date: March 20, 1992
16 through 25, inclusive,)	Time: 9:00 a.m.
17 Defendants.)	Dept: 4 - Specially Set
18)	

19 I, Gerald Armstrong, declare and state:

20 1. I am making this declaration to support an opposition to
21 a motion brought by the Scientology organization in the case of
22 Church of Scientology International v. Armstrong, Marin County
23 Superior Court No. 152 229 to enforce the settlement agreement I
24 had entered into with the organization in December 1986. The
25 facts hereinafter set forth are of my own first-hand knowledge.

26 2. I became involved with Scientology as a customer in 1969
27 in Vancouver, B.C. I worked on staff there in 1970 and in
28 February 1971 joined the Sea Organization (SO or Sea Org) in Los

1 Angeles. I was flown to Spain and joined the Sea Org's flag ship,
2 "Apollo," in Morocco. L. Ron Hubbard, the Sea Org's
3 "Commodore," was on board and operated Scientology internationally
4 through the "crew" which numbered, during my stay on board of four
5 and a half years, around four hundred. All my staff positions on
6 board involved personal contact with L. Ron Hubbard, Mary Sue
7 Hubbard, administrative organization staff and people in the ports
8 and countries the "Apollo" visited, and included "Ship's
9 Representative" (legal representative), "Port Captain" (public
10 relations officer), and "Information Officer" (intelligence
11 officer).

12 3. In the fall of 1975 after the ship operation moved
13 ashore in Florida I was posted in the Guardian's Office (GO)
14 Intelligence Bureau connected to Hubbard's Personal Office. From
15 December 1975 through June 1976 I held the post of Deputy LRH
16 External Communications Aide, a relay terminal for Hubbard's
17 written and telex traffic to and from Scientology organizations.
18 From July 1976 to December 1977 I was assigned, on Hubbard's
19 order, to the "Rehabilitation Project Force" (RPF), the SO prison
20 system. In 1978 I worked in Hubbard's cinematography crew in La
21 Quinta, California making movies under his direction until the
22 fall of that year when he again assigned me to the RPF, this time
23 for eight months first in La Quinta, then at a newly purchased
24 base in Gilman Hot Springs near Hemet, California. When I got out
25 of the RPF in the spring of 1979 and until the beginning of 1980 I
26 worked in Hubbard's "Household Unit" (HU) at Gilman, the SO unit
27 which took care of Hubbard's house, personal effects, transport,
28 meals and so forth, as the "Purchaser," "Renovations In-Charge"

1 and "Deputy Commanding Officer HU."

2 4. Throughout 1980 and until I left the organization in
3 December 1981 I held the organization posts in Hubbard's "Personal
4 Public Relations Bureau" of "LRH Archivist" and "LRH Personal
5 Researcher." I assembled in Los Angeles an archive of Hubbard's
6 writings and other materials relating to his history to be used
7 as, inter alia, the basis for a biography to be written about the
8 man. I also worked in Los Angeles for the first few months of 1980
9 on Mission Corporate Category Sortout (MCCS), which had the
10 purpose of restructuring the Scientology enterprise so that
11 Hubbard could continue to control it without being liable for its
12 actions. (A tape recording of two meetings relating to MCCS's
13 actions subsequently became the subject of Church of Scientology
14 of California v. Zolin.) Beginning in the fall of 1980 and
15 continuing until my departure, I provided the biographical
16 writings and other materials, as I collected and organized them,
17 to Omar Garrison, who had contracted with the organization to
18 write the Hubbard biography. I interviewed many people who had
19 known Mr. Hubbard at periods throughout his life, including almost
20 all of his known living relatives. I traveled several thousand
21 miles collecting biographical information and conducting a
22 genealogy search, and arranged the purchase of a number of
23 collections of Hubbard-related documents and other materials from
24 individual collectors.

25 5. Through my research and study of documentary evidence I
26 was compelled to conclude that Mr. Hubbard had lied about his
27 past, credentials, accomplishments, relationships and intentions.
28 I obtained evidence which disproved many of the claims made by

1 Hubbard in his biographies printed in Scientology publications and
2 used in promotion of the man and his philosophy and psychotherapy;
3 consequently I attempted to get the organization executives
4 responsible for these publications to correct the disproven
5 claims. As a result I was ordered to be security checked, an
6 invasive interrogation employing an electronic meter as a lie
7 detector, a procedure I had undergone many times in the Sea Org.
8 I had by this time obtained evidence which disproved the
9 significant representations Hubbard had made about himself or his
10 "technology" which had drawn me into and kept me in the
11 organization for over twelve years; e.g., that he was an engineer
12 and an atomic physicist, that he had been crippled and blinded in
13 combat in WW II and had cured himself with his mental science
14 discoveries, that it was a matter of medical record that he had
15 twice been pronounced dead, that his psychotherapy had been
16 subjected to rigorous scientific testing, that it cured all
17 psychosomatic ills and raised IQs a point per hour of therapy (I
18 had by this time had well over a thousand hours), that he had been
19 remunerated for his labors less than staff members were paid (in
20 my case between \$4.30 and \$17.20 per week throughout my 50 years),
21 and that he and his organization were ethical and well-
22 intentioned. When it became clear to me that I was not going to
23 be able to get the organization or Hubbard to admit to the lies
24 and take a more honest path I, and my wife Jocelyn, left the
25 organization.

26 6. Following my departure the organization published a
27 "Declaration" dated February 18, 1982 labelling me a "Suppressive
28 Person (SP)." An SP is considered in Scientology completely

1 psychotic and destructive, one of the two and a half percent truly
2 evil people on the planet. SPs are viewed as enemies of
3 Scientology and mankind and are targets for the organization's
4 "Fair Game Policy," which states specifically that they may be
5 lied to, cheated, sued and destroyed without discipline of the
6 Scientologist committing such acts. The SP Declare also accused
7 me of "spreading destructive rumors about senior Scientologists."
8 I knew in early 1982 that I was the target of Guardian's Office
9 intelligence operations because certain friends were contacted and
10 interrogated about me by known GO intelligence personnel. The
11 organization also appropriated a set of photographs I had
12 entrusted with an associate, Virgil Wilhite, and when I demanded
13 their return told me to get a lawyer.

14 7. A few days later I met with attorney Michael Flynn who
15 agreed to defend me against the organization, which on April 22,
16 1982 published a second SP declare accusing me of eighteen
17 "crimes, high crimes and suppressive acts," including, inter alia,
18 promulgating false information about Hubbard and the organization.
19 In the late spring and summer of 1982 I obtained from Omar
20 Garrison with his permission some of the documents I had delivered
21 to him while in the organization which I considered I would need
22 to defend myself against the organization's charges in the SP
23 declares and whatever actions they would bring against me in the
24 non-Scientology courts. I sent these to Mr. Flynn and to Contos
25 and Bunch, a California law firm which by then had agreed to
26 represent me in Scientology litigation. The organization filed
27 suit against me in the Los Angeles Superior Court on August 2,
28 1982 and the Hubbard biography documents I had sent to my lawyers

1 were ordered by the Court to be deposited with the clerk where
2 they stayed until trial in the spring of 1984.

3 8. In August and September 1982 the organization employed a
4 number of private investigators to surveil and harass my wife and
5 me. During that period one of these investigators assaulted me
6 bodily, and another struck my body with a car, and attempted to
7 involve me a freeway accident by getting in front of my car and
8 slamming on his brakes and pulling alongside my car and swerving
9 into my lane. The organization also attempted to get the Los
10 Angeles Police Department to bring criminal charges against me in
11 connection with the Hubbard documents which had become the subject
12 of the litigation in the Superior Court.

13 9. I filed a cross-complaint in 1982 against various
14 Scientology corporations which was bifurcated from the underlying
15 document case and never tried because it settled in December 1986.
16 The document case was tried without a jury by Judge Paul G.
17 Breckenridge, Jr. who rendered a decision on June 20, 1984.
18 Between that time and the settlement the organization continued
19 its campaign against me which included at least these acts:

- 20 ▶ attempted entrapment;
- 21 ▶ illegal videotaping;
- 22 ▶ filing false criminal charges against me with the Los
23 Angeles District Attorney;
- 24 ▶ filing false criminal charges against me with the Boston
25 office of the FBI;
- 26 ▶ filing false declarations to bring contempt of court
27 proceedings against me on three occasions;
- 28 ▶ obtaining perjured affidavits from English private

1 investigators, who had harassed me in London in 1984, accusing me
2 of distributing "sealed" documents;

3 ▶ international dissemination of Scientology publications
4 falsely accusing me of crimes, including crimes against humanity;
5 and

6 ▶ culling and disseminating information from my supposedly
7 confidential auditing (psychotherapy) file.

8 10. On December 5, 1986 I was flown to Los Angeles, as were
9 several other of Mr. Flynn's clients with claims against the
10 organization to participate in a "global settlement." After my
11 arrival in LA I was shown a copy of a document entitled "Mutual
12 Release of All Claims and Settlement Agreement," hereinafter
13 referred to as "the settlement agreement," and some other
14 documents, which I was expected to sign.

15 11. The settlement agreement has now become a public
16 document, and it and its effects are issues in various lawsuits
17 now pending.

18 12. Upon reading the settlement agreement draft I was
19 shocked and heartsick. I told Mr. Flynn that the condition of
20 "strict confidentiality and silence with respect to [my]
21 experiences with the [organization]" (settlement agreement, para.
22 7D), since it involved over seventeen years of my life, was
23 impossible. I told him that the "liquidated damages" clause
24 (para. 7D) was outrageous; that pursuant to the settlement
25 agreement I would have to pay \$50,000.00 if I told a doctor or
26 psychologist about my experiences from those years, or if I put on
27 a resume what positions I had held during my organization years.
28 I told Mr. Flynn that the requirements of non-amenability to

1 service of process (para. 7H) and non-cooperation with persons or
2 organizations adverse to the organization (paras. 7G, 10) were
3 obstructive of justice. I told him that I felt that agreeing to
4 leave the organization's appeal of the decision in Armstrong and
5 not respond to any subsequent appeals (para. 4B) was unfair to the
6 courts and all the people who had been helped by the decision. I
7 told Mr. Flynn that an affidavit the organization was demanding
8 that I sign along with the settlement agreement was false. That
9 document, which I do not have, stated, inter alia, that my
10 disagreements with the organization had been with prior
11 management, and not with the then-current leadership. In fact
12 there had been no management change and I had the same
13 disagreements with the organization's "fair game" policies and
14 actions which had continued without change up to the time of the
15 settlement. I told him that I was being asked to betray
16 everything and everyone I had fought for against an organization
17 which was based upon injustice.

18 13. In answer to my objections to the settlement agreement,
19 Mr. Flynn said that the silence and liquidated damages clauses,
20 and anything which called for obstruction of justice were not
21 worth the paper they were printed on. He said the same thing a
22 number of times and a number of ways; e.g., that I could not
23 contract away my Constitutional rights; that the conditions were
24 unenforceable. He said that he had advised the organization
25 attorneys that those conditions in the settlement agreement were
26 not worth the paper they were printed on, but that the
27 organization, nevertheless, insisted on their inclusion in the
28 settlement agreement and would not agree to any changes. He

1 pointed out the clauses concerning my release of all claims
2 against the organization to date and its release of all claims
3 against me to date (paras. 1, 4, 5, 6, 8) and said that they were
4 the essential elements of the settlement and were what the
5 organization was paying for.

6 14. Mr. Flynn also said that everyone was sick of the
7 litigation and wanted to get on with their lives. He said that he
8 was sick of the litigation, the threats to him and his family and
9 wanted out. He said that as a part of the settlement he and all
10 co-counsels had agreed to not become involved in organization-
11 related litigation in the future. He expressed a deep concern
12 that the courts in this country cannot deal with the organization
13 and its lawyers and their contemptuous abuse of the justice
14 system. He said that if I didn't sign the documents all I had to
15 look forward to was more years of harassment and misery. One of
16 Mr. Flynn's other clients, Edward Walters, who was in the room
17 with us during this discussion, yelled at me, accusing me of
18 killing the settlement for everyone, and that everyone else had
19 signed or would sign, and everyone else wanted the settlement.
20 Mr. Flynn said that the organization would only settle with
21 everyone together; otherwise there would be no settlement. He did
22 agree to ask the organization to include a clause in my settlement
23 agreement allowing me to keep my creative works relating to L. Ron
24 Hubbard or the organization (para. 7L).

25 15. Mr. Flynn said that a major reason for the settlement's
26 "global" form was to give the organization the opportunity to
27 change its combative attitude and behavior by removing the threat
28 he and his clients represented to it. He argued that the

1 organization's willingness to pay us substantial sums of money,
2 after its agents and attorneys had sworn for years to pay us "not
3 one thin dime" was evidence of a philosophic shift within the
4 organization. I argued that the settlement agreement evidenced
5 the unchanged philosophy of fair game, and that if the
6 organization did not use the opportunity to transform its
7 antisocial nature and actions toward its members, critics and
8 society I would, a few years hence, because of my knowledge of
9 organization fraud and fair game, be again embroiled in its
10 litigation and targeted for extralegal attacks.

11 16. Regarding the affidavit the organization required that I
12 sign, Mr. Flynn said that the "disagreement with prior management"
13 could be rationalized as being a disagreement with L. Ron Hubbard,
14 and since Mr. Hubbard had died in January 1986 it could be said
15 that I no longer had that disagreement. Mr. Flynn said that the
16 organization's attorneys had promised that the affidavit, which
17 all the settling litigants were signing, would only be used by the
18 organization if I began attacking it after the settlement, and
19 since I had no intention of attacking the organization the
20 affidavit would never see the light of day.

21 17. During my meeting with Mr. Flynn in Los Angeles I found
22 myself facing a dilemma which I reasoned through in this way. If
23 I refused to sign the settlement agreement and affidavit all the
24 other settling litigants, many of whom had been flown to Los
25 Angeles in anticipation of a settlement, would be extremely
26 disappointed and would continue to be subjected to organization
27 harassment for an unknown period of time. I had been positioned
28 in the settlement drama as a deal-breaker and would undoubtedly

1 lose the support of some if not all of these litigants, several of
2 whom were key witnesses in my case against the organization.
3 Although I was certain that Mr. Flynn and my other lawyers would
4 not refuse to represent me if I did not sign the documents I also
5 knew that they all would view me as a deal-breaker and they would
6 be as disappointed as the other litigants in not ending the
7 litigation they desperately wanted out of. The prospect of
8 continuing the litigation with unhappy and unwilling attorneys on
9 my side, even though my cross-complaint was set for trial within
10 three months, was distressing. On the other hand, if I signed the
11 documents, all my co-litigants, some of whom I knew to be in
12 financial trouble, would be happy, the stress they felt would be
13 reduced and they could get on with their lives. Mr. Flynn and the
14 other lawyers would be happy and the threat to them and their
15 families would be removed. The organization would have the
16 opportunity they said they desired to clean up their act and start
17 anew. I would have the opportunity to get on with the next phase
18 of my life and the financial wherewithal to do so. I was also not
19 unhappy to at that time not have to testify in all the litigation
20 nor to respond to the media's frequent questions. If the
21 organization continued its fair game practices toward me I knew
22 that I would be left to defend myself and I accepted that fact.
23 So, armed with Mr. Flynn's advice that the conditions I found so
24 offensive in the settlement agreement were not worth the paper
25 they were printed on, and the knowledge that the organization's
26 attorneys were also aware of that legal opinion, I put on a happy
27 face and the following day went through the charade of a
28 videotaped signing.

1 18. It was my understanding and intention at the time of the
2 settlement that I would honor the silence and confidentiality
3 conditions of the settlement agreement, and that the organization
4 had agreed to do likewise.

5 19. Following the December 1986 settlement the organization
6 continued its fair game campaign against me in violation of the
7 spirit and letter of the settlement agreement. I detailed the
8 post-settlement violations I knew about in my declaration of March
9 15, 1990, which was filed in the Court of Appeal as an exhibit to
10 a document entitled "Defendant's Reply to Appellants' Opposition
11 to Petition for Permission to File Response and for Time" and
12 served on the Los Angeles Superior Court on March 24, 1990, and my
13 declaration of December 25, 1990, which was filed in the Court of
14 Appeal as "Defendant's Appendix" to "Defendant's Brief" and served
15 on the Los Angeles Superior Court on December 28, 1990. I request
16 that this Court take Judicial Notice of these declarations and the
17 exhibits thereto as they are part of the record in this case.

18 20. The organization's violations of the settlement
19 agreement include at least:

20 a) Use in 1987 of my name and a false and unfavorable
21 description of my organizational experiences in a "dead agent"
22 pack relating to Bent Corydon, pages 11, 12, 18 and 29 from which
23 are attached hereto true and correct copies as Exhibit E;

24 b) Filing several false affidavits, attached herewith are
25 true and correct copies as Exhibit F (Kenneth David Long's First
26 Affidavit dated October 5, 1987), Exhibit G (Kenneth Long's Second
27 Affidavit dated October 5, 1987), Exhibit H (Kenneth Long's Third
28 Affidavit dated October 5, 1987), Exhibit K (Sheila MacDonald

1 Chaleff's First Affidavit dated October 5, 1987), Exhibit I
2 (Kenneth Long's Fourth Affidavit dated October 7, 1987), and
3 Exhibit J (Kenneth Long's Fifth Affidavit dated October 8, 1987)
4 in the case of Church of Scientology of California v. Russell
5 Miller and Penguin Books Limited, Case no. 6140 in the High Court
6 of Justice in London England, accusing me of violations of court
7 orders in the Armstrong case, and labeling me "an admitted agent
8 provocateur of the U.S. Federal Government;"

9 c) Delivering a copy of an edited version of the 1984
10 illegal videotape of me, a photocopy of the cassette for which
11 showing the business card of organization private investigator
12 Eugene Ingram to the London Sunday Times (see Ex. H of Exhibit 1-
13 GG);

14 d) Threatening me with lawsuits on six occasions as set
15 forth in my March 15, 1990 and December 25, 1990 declarations of
16 which I have asked the Court to take judicial notice, above;

17 e) Threatening to release a description of a dream I had
18 had, and which the organization had stolen from a friend of mine,
19 if I did not assist them in preventing Bent Corydon from gaining
20 access to the Armstrong court file;

21 f) Using my name and a false rendition of the
22 organization's 1984 videotape operation where they attempted to
23 entrap me into the commission of a crime in the Complaint filed in
24 the case of Church of Scientology International v. Xanthos, Case
25 No. 91-4301 SVW filed August 12, 1991 in US District Court,
26 Central District of California (see Exhibit 1-DD at 13:23-14:17);

27 g) Using the same false rendition of the 1984 "Armstrong
28 Operation," perjurious declarations by organization lawyers and a

1 general attack on my character and truthfulness in various
2 pleadings filed in August 1991 in the case of Aznaran v. Church of
3 Scientology of California, et al, No. CV 88-1786 JMI in U.S.
4 District Court, Central District of California. Exhibit J to
5 Exhibit 1-GG is a true and correct copy of pages 2, 3, 33, and 34
6 of "Reply in Support of Defendants' Motion for Summary Judgment
7 Based on the Statute of Limitations." Exhibit K to Exhibit 1-GG
8 is a true and correct copy which comprises pages 4, 5, and 6 of
9 "Supplemental Memorandum in Support of Defendants' Motion to
10 Dismiss Complaint with Prejudice." Exhibit L to Exhibit 1-GG is a
11 true and correct copy of pages 2 - 5 and pages 9 and 10 (the
12 declaration of attorney Laurie J. Bartilson dated August 27, 1991)
13 of "Defendants' Opposition to Ex Parte Application to File
14 Plaintiffs' Genuine Statement of Issues [sic] re Defendants'
15 Motions (1) to Exclude Expert Testimony; and (2) for Separate
16 Trial on Issues of Releases and Waivers; Request that Opposition
17 Be Stricken." I have included only a few pages from these
18 documents in the interest of economy, but will file the complete
19 documents if the Court wishes. The organization has included my
20 declaration of September 3, 1991 "Regarding Alleged 'Taint' of
21 Joseph A. Yanny, Esquire", also filed in the Aznaran case in
22 response to its allegations in these pleadings, as Exhibit N to
23 its motion to enforce the settlement which is Exhibit 1-FF.

24 21. In late 1987 I received a telephone call from a reporter
25 for the London Sunday Times who told me that the organization had
26 delivered to the newspaper a stack of documents concerning me,
27 including materials from the 1984 illegal videotape "Armstrong
28 Operation," and he asked me to comment about them. I was greatly

1 saddened by this news, but told the reporter only that I
2 considered the organization's action a violation of its agreement
3 with me and I would not comment further.

4 22. When I was threatened in 1988 with exposure of the
5 stolen dream recitation (see 3-15-90 declaration, para. 40), I
6 considered I was being blackmailed. In the hope that by my
7 example I would deter further such conduct, I did not violate the
8 settlement agreement. I learned this past August 1991 in
9 Johannesburg, South Africa that the organization had given a copy
10 of the dream recitation, which had been specifically sealed in the
11 Armstrong litigation, to its representatives in that country.

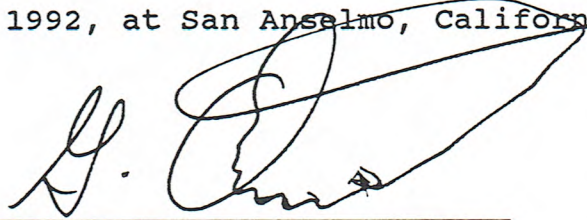
12 23. When I had several times been threatened by organization
13 attorney Larry Heller that I would be sued if I did not obstruct
14 justice as directed by the organization, and when it had become
15 obvious to me that I could not avoid a confrontation with the
16 organization (see 3-15-90 declaration, paras. 4-8, 44) did I
17 respond to defend myself and to correct the injustices created by
18 the settlement agreement and the organization's violations
19 thereof.

20 25. The first action I took was to file on February 28, 1990
21 in the California Court of Appeal, Second Appellate District, in
22 the appeal the organization had maintained from the June 20, 1984
23 decision in Armstrong, a document entitled Respondent's Petition
24 for Permission to File Response and for an Extension of Time to
25 File Response," attached as Exhibit N to Exhibit 1-GG. I did so
26 in part because in my research of my rights following my
27 recognition that I could not avoid involvement I discovered that
28 my agreement to not respond pursuant to the settlement contract

1 was an obstruction of justice. After the Court of Appeal granted
2 my petition on March 9, 1990, I did thereafter file a respondent's
3 brief. Thereafter, on July 29, 1991 an opinion issued in that
4 appeal upholding the trial court's decision on the merits.

5 I declare under the penalty of perjury under the laws of the
6 State of California that the foregoing is true and correct.

7 Executed this March 16, 1992, at San Anselmo, California.

8
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11 _____
12 Gerald Armstrong
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HUBBARD COMMUNICATION
Saint Hill Manor, East Grinstead, Sussex

HCO POLICY LETTER OF 25 FEBRUARY 1966

Reminco
Exec Sec Hat
HCO Sec Hat
Legal Officer Hat
LRH Comm Hat
Dist Sec Hat
Pri Sec Hat
Sec: 5 Dept 3

HCO Div
LRH Comm

ATTACKS ON SCIENTOLOGY
(Additional Pol Lit)

Anyone proposing an investigation of or an "Enquiry" into Scientology must receive this reply and no other proposal:

"We welcome an investigation into (Mental healing or whatever is attacking us) as we have begun one ourselves and find shocking evidence."

You can elaborate on the evidence we have found and lay it on their attacking the attackers only.

NEVER agree to an investigation of Scientology. ONLY agree to an investigation of the attackers.

This was the BIG error made in Victoria. I okayed an Enquiry into all mental healing. I ordered evidence on psychiatric murders to be collected. Non-Compliance with those orders brought on the loss of Melbourne and the Law in Victoria against Scientology. This was the non-compliance that began it. The original order I gave was relayed as "we welcome an Enquiry into Scientology...." or it was changed to that in Melbourne.

This is correct procedure:

- (1) Spot who is attacking us.
- (2) Start Investigating them promptly for FELONIES or worse using our own professionals, not outside agencies.
- (3) Double curve our reply by saying we welcome an investigation of them.
- (4) Start feeding lurid, blood, sex, crime actual evidence on the attacks to the press.

Don't ever tamely submit to an investigation of us. Make it rough, rough on attackers all the way.

You can get "reasonable about it" and lose. Sure we break no laws. Sure we have nothing to hide. BUT attackers are simply an anti-Scientology propaganda agency so far as we are concerned. They have proven they want no facts and will only lie no matter what they discover. So BANISH all ideas that any fair hearing is intended and start our attack with that first of all. Never wait. Never talk about us - only them. Use their blood, sex, crime to get headlines. Don't use us.

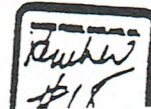
I speak from 15 years of experience in this. There has never yet been an attacker who was not reeking with crime. All we had to do was look for it and murder would come out.

They fear our Meter. They fear freedom. They fear the way we are growing. Why?

Because they have too much to hide.

When you use that rationale you win. When you go dishwasher and say "We honest chickens just plain love to have you in the coop, Broer Fox," we get clobbered. The right response is "We militant public defenders of the freedom of the people... where Fox investigated for eating living chickens!" Shine the spotlight on them. No matter how. Do it!

You can elaborate on the formula. Let's say some other branch of government wants to investigate us via the press. Just apply the formula.



...we welcome a public enquiry into (that branch activity) as we have begun to investigate their (----)." It will always work. It could have worked on the U.S. F.D.A. when they first began five years ago their raid on D.C. They rual And that's all we want.

HOW TO STOP ATTACKS

The way we will eventually stop all attacks from there on out is by processing the society as follows:

- (1) Locate a source of attack on us.
- (2) Investigate it.
- (3) Expose it with wide lurid publicity.

You see the same thing in a preclear. He has a rotten spot in his behaviour. He attacks the practitioner. The spot is located on a meter. It blows and the preclear relaxes.

Well this is just what is happening in the society. We are a practitioner to the society. It has rotten spots in it. Those show up in attacks on us. We investigate and expose - the attack ceases.

We use investigators instead of E-Meters. We use newspapers instead of auditor reports. But it's the same problem exactly.

So long as we neglect our role as auditor-to-the-society we will be attacked.

Society is pretty crazy. It's a raw jungle. So it will take a lot of work. We must be willing to put in that work as a group or we'll be knocked about.

Remember, CHURCHES ARE LOOKED UPON AS REFORM GROUPS.

Therefore we must act like a reform group.

The way to seize the initiative is to use our own professionals to investigate intensively parts of the society that may attack us. Get an ammunition locker full. Be sure of our facts. And then expose via the press.

If we do this right, press, instead of trying to invent reasons to attack us will start hanging around waiting for our next lurid scoop.

We must convert from an attacked group to a reform group that attacks rotten spots in the society. We should not limit ourselves to mental healing or our own line. We should look for zones to investigate and blow the lid off and become known as a mighty reform group. We object to slavery, oppression, torture, murder, perversion, crime, political sin and anything that makes Man unfree.

The only error we can make is disperse our investigation. We do a preliminary look, then we must select a target and investigate it until we have the cold facts and then BANG, fire the salvo.

Don't worry about libel if our facts indicate rottenness. The last thing that target will do is sue as then we would have a chance to prove it in court, which they are terrified of our doing.

Remember - the only reason we are in trouble with the press or governments is that we are not searching out and exposing rotten spots in the society. We must practice on the whole group called society. If we do not it will attack us just as a preclear will attack a Scientist that won't audit him.

To get wholly over to cause we must select targets, investigate and expose before they attack us.

We have at this writing a long way to go. But we might as well

-3-
start somewhere. Begin by investigating any attacking group, first
and expose the dead bodies. Then work on to our selecting the targets.

APC that will handle it all.

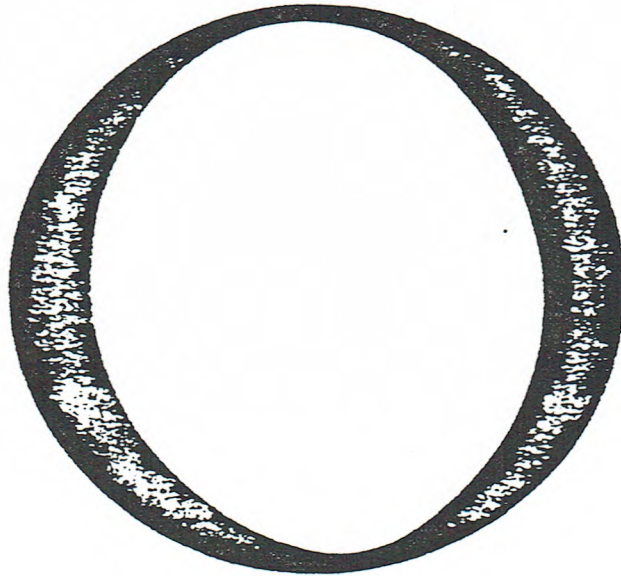
L. RON HUBBARD

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EXHIBIT B

MAGAZINE ARTICLES ON
LEVEL



CHECKSHEET
BY L. RON HUBBARD

THE AMERICAN ST. HILL ORGANIZATION

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THE E-METER IS NOT INTENDED OR EFFECTIVE FOR THE
DIAGNOSIS, TREATMENT OR PREVENTION OF ANY DISEASE

*Printed in the United States of America
by Anderson, Ritchie & Simon, Los Angeles*

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Dissemination of Material

The dissemination of materials of Scientology is a problem of comparable stature to the use of techniques on a preclear in an auditing session. Just as you would not process a preclear with heavy processes when all he could take might be ARC Straight Wire, thus you would not issue Scientology materials of considerable weight to people incapable of assimilating them.

The immediate result of the issuance of materials not intended for that audience is to produce a state of confusion in the minds of that audience regarding Scientology. Here we have no question of talking down to people. Here we have no question of 'watering' our material, but we do have a question of disseminating Scientology. If we do it properly, then Scientology will be very broadly known. If we do it improperly it will stop in its tracks, and be known, if at all, as a confusion.

When materials are issued above the acceptance level of an audience, a confusion results. A confusion is the antithesis of a flow. Any communication resulting in a confusion then brings about an eddy or tumbling of particles rather than their spread. And a confusion at length becomes a mystery.

Part ten of the Code of a Scientologist says: "I pledge myself to engage in no unseemly disputes with the uninformed on the subject of my profession." This is an immediate injunction not to start an eddy of confusion. The employment of Scientology to the greatest good of the greatest number of Dynamics does not include using it knowingly or unknowingly to confuse hearers.

An outline of the communication lines of Scientology follows:

1. The General public to the general public.
2. Scientologists to the general public.
3. Member HASI to member HASI
4. Trained Scientologist to a member of the HASI.
5. Member of the HASI to a preclear.
6. Trained Scientologist to a preclear.
7. Trained Scientologist to a trained Scientologist.
8. HASI to membership.
9. HASI to trained Scientologist.
10. HASI to the general public

1. GENERAL PUBLIC TO THE GENERAL PUBLIC

There are several things we would like the general public to say to the general public about Scientology. The first of these is that we would like the general public, when it sees an individual or group problem, to be quite certain that the proper thing to do is for that individual or group to consult a Scientologist. For instance, if somebody is having headaches, we would like his friends to come to the obvious solution that this person should see a Scientologist or should join a group undergoing processing.

The next on this communication line is that Scientology does not pose any threat, that Scientologists are good citizens, and that they can be trusted with problems of a private and confidential nature, or with problems dangerous to other people, such as the problem of criminality. Another frame of mind we would like to see the public have and register is that people attacking Scientologists have something wrong with them (and if you could meet any such people personally you would see that this is no more than truth). As a subdivision of this, the actual substance of communication about what Scientology is, from the general public to the general public, should be that Scientology says that good health and immortality are attainable. That it is something compounded out of all Man knows of the subject of Man, and that people are living units operating bodies, rather than bodies, and that this living unit is the human soul. Given this much communication line, the general public can embroider enormously, and unless a person in the general public can express his opinions, and unless the subject gives him a chance to express his own opinions, and so let HIM be interesting, he will not talk about the subject. Thus the data in the general public should give individuals a chance to be interesting, by knowing no more and no less than the above. We are not interested in sensationalism personalities, or the complexity of Scientological methodology being discussed by the general public. As a subdivision of this, we do not want Scientology to be reported in the press, anywhere else than on the religious page of newspapers. It is destructive of word of mouth to permit the public presses to express their biased and badly reported sensationalism. Therefore we should be very alert to sue for slander at the slightest chance so as to discourage the public presses from mentioning Scientology. What the newspapers say is not word of mouth. As an example of this, how many minutes today have you spent in discussing current events? **NEWSPAPER REPORTERS WRITING ARTICLES ON SCIENTOLOGY DO NOT EXPRESS SCIENTOLOGY.** Scientologists should never let themselves be interviewed by the press. That's experience talking!

As a subdivision of general public to general public we have the problem of the professions which might consider Scientology to be antipathetic to them, amongst these would be psychologists and medical doctors as well as psychiatrists. These persons are entirely in error when they express the opinion that Scientologists are against

them. Scientology does not consider them sufficiently important to be against. Flour-pills or any incantation or system will produce in 22 per cent. of the public, benefit. Therefore, any practice or art can always achieve 22 per cent. recovery in their patients. It is when we better this 22 per cent. that we are being efficient. We have no more quarrel with a psychologist than we would have with an Australian witch-doctor. We have no quarrel with a psychiatrist any more than we should quarrel with a barbarian because he had never heard of nuclear physics. And as for the medical doctor, we know very well that modern medical practice, having lately outgrown phlebotomy, has come of age to point where it can regulate structure in a most remarkable and admirable way. In Scientology we believe a medical doctor definitely has his role in a society just as an engineer has his role in civil government. We believe that a medical doctor should perform emergency operations such as those made necessary by accidents; that he should perform orthopaedics; that he should deliver babies; that he should have charge of the administration of drugs; that his use of antibiotics is beneficial; and that wherever he immediately and curatively addresses structure he is of use in a community. The only place we would limit a medical doctor is in the field of treatment of psychosomatic medicine, where he has admittedly and continuously failed, and the only thing we would ask a medical doctor to change about his practice is to stop taking money for things he knows he cannot cure, i.e., spiritual, mental, psychosomatic, and social ills.

With regard to psychologists, medical doctors, and psychiatrists, then, what would one say in talking with them? But again we have section 10 of the Code of the Scientologist. You wouldn't expect this psychologist, or psychiatrist, or medical doctor to get into an argument with you on how to get rats or find their way through mazes, how you would set a tibia, or what voltage you would put on an electric shock machine. Therefore, and equally, do not permit yourself to be put in the situation where you are discussing privately or in public, the methodologies of your wisdom. The attitude of a Scientologist toward people in these professions should be: "I have my techniques. It took me a long time to learn them just as it took you a long time to learn yours, and I am not going to try to make a minister out of you, and you are not going to try to make a medical doctor (psychiatrist, psychologist) out of me. I am an expert instructor only where it is intimately involved with the human spirit. I can produce my effects. You can produce yours. In view of the fact that you do not pretend to operate in the field of the human spirit, and I do not pretend to operate in the field of structure, I do not see how there can be any discussion. But things that I can't handle in structure when called upon I will be very happy to refer to you, and I shall expect that when matters of the spirit come into question you will have enough understanding of life, where we are all specialists, to refer them to me." A quiet explanation of this character will do a great deal to place you as a professional man in their realm of understanding of professional men.

Should anyone challenge you for having suddenly secured a relief in a hospital or an institution from some dire malady which balked the efforts of the professional men in charge of it, and should you ever be "called upon the carpet" for having "interfered" with the progress of a case, you should be extremely dismayed, and act it, to find yourself in the presence of barbarians who do not believe in the power of prayer, in the will of God, or the promises of Jesus Christ. And you should point out that, whereas the body was in their keeping, they did not at any time care to take purview of the human soul. And if anything has occurred because the soul, in your province, then reacted upon the body, you believe that they are unwilling to admit the will of God in their treatment of human beings, and if this is the case you now, while you are being addressed by such people, discover yourself to be in a strange place where men pretending to be Christians doubt God, the Son of God, and the power of prayer. Your entire address to such people, in such a situation, publicly or privately, should be entirely overt, accusative, and not at any time apologetic. And you should immediately make it your business to place this matter before the proper authorities, that people are in charge of an institution here, are not Christians, and do not believe in God, and you should inform your accusers that you are going to do so.

Should you ever be arrested for practicing Scientology, treating people, make very sure, long before the time comes, that you have never used drugs or surgery, and that you have never prescribed a diet, or vitamins, and when that time might come, make very sure that you immediately and instantly, within two or three hours after your receipt of the warrant, have served upon the signer of that warrant, a personal civil suit for \$100,000.00 damages for having caused the arrest of a Man of God going about his business in his proper profession, and for having brought about embarrassing publicity and molestation. Place the suit and WIRE THE HASI IMMEDIATELY. Make the whole interest during the entire time of such an unfortunate occurrence the fact that the signer of such a warrant, who would ordinarily be a medical doctor in charge of the medical department of some city, had dared fly in the teeth of religion. And use what is necessary of the earlier passage above to drive the point home. DO NOT simply fall back out of communication if you are attacked, but attack, much more forcefully and artfully and arduously. And if you are foolish enough to have an attorney who tells you not to sue, immediately dismiss him and get an attorney who will sue. Or, if no attorney will sue, simply have an HASI suit form filled out and present it yourself to the county clerk in the court of the area in which your case has come up.

IN ALL SUCH CASES OR ARREST FOR THE PRACTICE OF SCIENTOLOGY, THE HASI WILL SEND A REPRESENTATIVE AT ONCE, BUT DO NOT WAIT FOR HIS ARRIVAL TO PLACE THIS SUIT. THE SUIT MUST ALREADY HAVE BEEN FILED WHEN THE HASI ATTORNEY ARRIVES.

In other words, do not, at any moment leave this act unpunished, for, if you do you are harming all other Scientologists in the area. When you are attacked it is your responsibility then to secure from further attack not only yourself but all those who work with you. Cause blue flame to dance on the court house roof until everybody has apologized profusely for having dared to become so adventurous as to arrest a Scientologist who, as a minister of the church, was going about his regular duties. As far as the advances of attorneys go that you should not sue, that you should not attack, be aware of the fact that I, myself, in Wicnita, Kansas, had the rather interesting experience of discovering that my attorney employed by me and paid by me, had been for some three months in the employ of the people who were attacking me, and that this attorney had collected some insignificant sum of money after I hired him, by going over to the enemy and acting upon their advices. This actually occurred, so beware of attorneys who tell you not to sue. And I call to your attention the situation of any besieged fortress. If that fortress does not make sallies, does not send forth patrols to attack and harass, and does not utilize itself to make the beseiging of it a highly dangerous occupation, that fortress may, and most often does, fall.

The DEFENSE of anything is UNTENABLE. The only way to defend anything is to ATTACK, and if you ever forget that, then you will lose every battle you are ever engaged in, whether it is in terms of personal conversation, public debate, or a court of law. NEVER BE INTERESTED IN CHARGES. DO, yourself, much MORE CHARGING, and you will WIN. And the public, seeing that you won, will then have a communication line to the effect that Scientologists WIN. Don't ever let them have any other thought than that Scientology takes all of its objectives.

Another point directly in the interest of keeping the general public to the general public communication line in good odor: it is vitally important that a Scientologist put into action and overtly keep in action Article 4 of the Cole: "I pledge myself to punish to the fullest extent of my power anyone misusing or degrading Scientology to harmful ends." The only way you can guarantee that Scientology will not be degraded or misused is to make sure that only those who are trained in it practice it. If you find somebody practicing Scientology who is not qualified, you should give them an opportunity to be formally trained, at their expense, so that they will not abuse and degrade the subject. And you would not take as any substitute for formal training any amount of study.

You would therefore delegate to members of the HASI who are not otherwise certified only those processes mentioned below, and would discourage them from using any other processes. More particularly, if you discovered that some group calling itself "precept processing" had set up and established a series of meetings in your area, that you would do all you could to make things interesting for them. In view of the fact that the HASI holds the copyrights for all such material, and that a scientific organization of material

can be copyrighted and is therefore owned, the least that could be done to such an area is the placement of a suit against them for using materials of Scientology without authority. Only a member of the HASI or a member of one of the churches affiliated with the HASI has the authority to use this information. The purpose of the suit is to harass and discourage rather than to win.

The law can be used very easily to harass, and enough harassment on somebody who is simply on the thin edge anyway, well knowing that he is not authorized, will generally be sufficient to cause his professional decease. If possible, of course, ruin him utterly.

A D.Scn. has the power to revoke a certificate below the level of D.Scn. but not a D.Scn. However, he can even recommend to the *CECS of the HASI that D.Scns. be revoked, and so any sincere Scientologist is capable of policing Scientology. This is again all in the interest of keeping the public with a good opinion of Scientology, since bad group processing and bad auditing are worse than bad publicity and are the worst thing that can happen to the general public to general public communication line.

The best thing that can happen to it is good auditing, good public presentation, and a sincere approach on the subject of Scientology itself. Remember, we are interested in ALL treatment being beneficial, whether it is Scientology or not. For bad treatment in any line lowers the public opinion of all treatment.

In addressing persons professionally interested in the ministry, we have another interesting problem in public presentation. We should not engage in religious discussions. In the first place, as Scientologists, we are gnostics, which is to say that we know what we know. People in the ministry ordinarily suppose that knowingness and knowledge are elsewhere resident than in themselves. They believe in belief and substitute belief for wisdom. This makes Scientology no less a religion, but makes it a religion with an older tradition and puts it on an intellectual plane.

Religious philosophy, then, as represented by Scientology, would be opposed in such a discussion to religious practice. We are all-denominational rather than non-denominational, and so we should be perfectly willing to include in our ranks a Moslem, or a Taoist, as well as any Protestant or Catholic, while people of the ministry in Western civilization, unless they are evangelists, are usually dedicated severely to some faction which in itself is in violent argument with many other similar factions. Thus these people are ready to argue and are practiced in argument, and there are more interpretations of one line of scripture than there are sunbeams in a day. Beyond explaining one's all-denominational character, explaining that one holds the Bible as a holy work, one should recognize that the clergy of Western Protestant churches defines a minister or the standing

*Committee for Examinations, Certification and Services.

of a church by these salient facts: Jesus Christ was the Savior of Mankind, Jesus Christ was the Son of God.

We in Scientology find no argument with this, and so in discussing Scientology with other ministry one should advance these two points somewhere in the conversation. Additionally, one should advance to the ministry exactly those things mentioned earlier as what we would like the general public to believe. Christ, if you care to study the New Testament, instructed his disciples to bring wisdom and good health to man, and promised mankind immortality, and said the Kingdom of Heaven was at hand, and the translators have not added that "at hand" possibly meant three feet back of your head. We could bring up these points but there is no reason to. You are not trying to educate other ministry. A friendly attitude toward other ministry in general, and fellow ministers in particular, is necessary.

The way to handle an individual minister of some other church is as follows: get him to tell you exactly what HE believes, get him to agree that religious freedom is desirable, then tell him to make sure that if that's the way he believes, he should keep on believing that, and that you would do anything to defend his right to believe that.

None of these people as individuals are antipathetic. They know a great deal about public presence, and can be respected for such knowledge. However, engaging in long discourses, or trying to educate a minister of some Protestant church or a priest of the Catholic faith into the tenets of Scientology is not desirable and is directly contrary to Article 10 of the Code of a Scientologist.

You will find you have many problems and people in common with other ministers. They're alive too. Also you will see a campaign to place only ministers in charge of the mind, and mental healing. Talk about these things.

The Christian Church has been hurt by factionalism. We stand for peace and happiness. Therefore, let us carry it forward by example, not by unseemly discussions.

2. SCIENTOLOGISTS TO THE GENERAL PUBLIC

In the assemblage of congregations, and in addressing the general public at large, a Scientologist has a responsibility to give to the public, in the form of such congregations or meetings, information acceptable to them, which can be understood by them, and which will send them away with the impression that the Scientologist who addressed them knew definitely what he was talking about and that Scientology is an unconfused, clear-cut subject.

(X)

HUBBARD COMMUNICATIONS OFFICE
Saint Hill Manor, East Grinstead, Sussex

Remimeo

HCO POLICY LETTER OF 18 OCTOBER 1967
Issue IV

PENALTIES FOR LOWER CONDITIONS
(Applies both Orgs and Sea Org)

- LIABILITY** - Suspension of Pay and a dirty grey rag on left arm and day and night confinement to org premises.
- TREASON** - Suspension of pay and deprivation of all uniforms and insignia, a black mark on left cheek and confinement on org premises or dismissal from post and debarment from premises.
- DOUBT** - Debarment from premises. Not to be employed. Payment of fine amounting to any sum may have cost org. Not to be trained or processed. Not to be communicated or argued with.
- ENEMY** - SP Order. Fair game. May be deprived of property or injured by any means by any Scientologist without any discipline of the Scientologist. May be tricked, sued or lied to or destroyed.

LRH:jp

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by L. Ron Hubbard

ALL RIGHTS RESERVED

L. RON HUBBARD
Founder

X

MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

1. This Mutual Release of All Claims and Settlement Agreement is made between Church of Scientology International (hereinafter "CSI") and Gerald Armstrong, (hereinafter "Plaintiff") Cross-Complainant in Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153. By this Agreement, Plaintiff hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this date, including all causes of action of every kind and nature, known or unknown for acts and/or omissions against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI as well as the Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard, (all hereinafter collectively referred to as the

19. A.

"Releasees"). The parties to this Agreement hereby agree as follows:

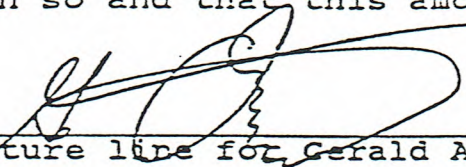
2. It is understood that this settlement is a compromise of doubtful and disputed claims, and that any payment is not to be construed, and is not intended, as an admission of liability on the part of any party to this Agreement, specifically, the Releasees, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement, Plaintiff acknowledges that he has released the organizations, individuals and entities listed in the above paragraph, in addition to those defendants actually named in the above lawsuit, because among other reasons, they are third party beneficiaries of this Agreement.

3. Plaintiff has received payment of a certain monetary sum which is a portion of a total sum of money paid to his attorney, Michael J. Flynn. The total sum paid to Mr. Flynn is to settle all of the claims of Mr. Flynn's clients. Plaintiff's portion of said sum has been mutually agreed upon by Plaintiff and Michael J. Flynn. Plaintiff's signature below this paragraph acknowledges that Plaintiff is completely satisfied with the monetary consideration negotiated with and received by Michael J. Flynn. Plaintiff acknowledges that there has been a block settlement between Plaintiff's attorney, Michael J. Flynn, and the Church of Scientology and Churches and entities related to the Church of Scientology, concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. Plaintiff has received a portion of this block

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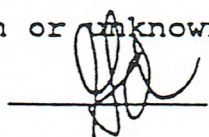


amount, the receipt of which he hereby acknowledges. Plaintiff understands that this amount is only a portion of the block settlement amount. The exact settlement sum received by Plaintiff is known only to Plaintiff and his attorney, Michael J. Flynn, and it is their wish that this remain so and that this amount remain confidential.



Signature line for Gerald Armstrong

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein, Plaintiff does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Releasees, including Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel); L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and trustee; and Mary Sue Hubbard, and each of them, of and from any and all claims, including, but not limited to, any claims or causes of action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153 and all demands, damages, actions and causes of actions of every kind and nature, known or unknown,



for or because of any act or omission allegedly done by the Releasees, from the beginning of time to and including the date hereof. Therefore, Plaintiff does hereby authorize and direct his counsel to dismiss with prejudice his claims now pending in the above referenced action. The parties hereto will execute and cause to be filed a joint stipulation of dismissal in the form of the one attached hereto as Exhibit "A".

A. It is expressly understood by Plaintiff that this release and all of the terms thereof do not apply to the action brought by the Church of Scientology against Plaintiff for Conversion, Fraud and other causes of action, which action has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912). The disposition of those claims are controlled by the provisions of the following paragraph hereinafter.

B. As of the date this settlement Agreement is executed, there is currently an appeal pending before the California Court of Appeal, Second Appellate District, Division 3, arising out of the above referenced action delineated as Appeal No. B005912. It is understood that this appeal arises out of the Church of Scientology's complaint against Plaintiff which is not settled herein. This appeal shall be maintained notwithstanding this Agreement. Plaintiff agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or any other means) any further appeals taken by the Church of

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Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary.

5. For and in consideration of the mutual covenants, conditions and release contained herein, and Plaintiff dismissing with prejudice the action Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, Gerald Armstrong, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by Gerald Armstrong from the beginning of time to and including the date hereof.

6. In executing this Agreement, the parties hereto, and each of them, agree to and do hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Further, the undersigned hereby agree to the following:

A. The liability for all claims is expressly denied by the parties herein released, and this final compromise and

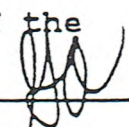
settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Plaintiff has been fully advised and understands that the alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, further damages may be sustained by Plaintiff; nevertheless, Plaintiff desires by this document to forever and fully release the Releasees. Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees.

C. Plaintiff agrees to assume responsibility for the payment of any attorney fee, lien or liens, imposed against him past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Plaintiff further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

D. Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other

similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the

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settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of \$50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff.

E. With exception to the items specified in Paragraph 7(L), Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose

concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family, or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible, including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV

85-0440-HLH(Tx), presently on appeal in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal.

To the extent that Plaintiff does not possess or control documents within categories A-C above, Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control.

F. Plaintiff agrees that he will never again seek or obtain spiritual counselling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or Scientology affiliated organization.

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

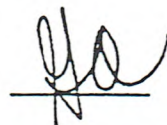
H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make

himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed.

I. The parties hereto agree that in the event of any future litigation between Plaintiff and any of the organizations, individuals or entities listed in Paragraph 1 above, that any past action or activity, either alleged in this lawsuit or activity similar in fact to the evidence that was developed during the course of this lawsuit, will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party.

J. It is expressly understood and agreed by Plaintiff that any dispute between Plaintiff and his counsel as to the proper division of the sum paid to Plaintiff by his attorney of record is between Plaintiff and his attorney of record and shall in no way affect the validity of this Mutual Release of All Claims and Settlement Agreement.

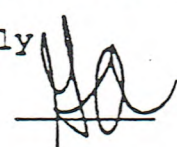
K. Plaintiff hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.



L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach.

8. Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date.

9. This Mutual Release of All Claims and Settlement Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a written instrument executed by Plaintiff and CSI. The parties hereto have carefully read and understand the contents of this Mutual Release of All Claims and Settlement Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically

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incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

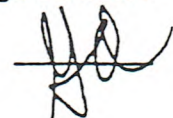
11. The parties to this Agreement acknowledge the following:

A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will;

B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement; and

C. That all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

12. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and



all acts required by the terms hereof to be undertaken and performed by that party.

13. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

14. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

15. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. In the event any provision hereof be unenforceable, such provision shall not affect the enforceability of any other provision hereof.

17. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

18.(A) Each party warrants that they have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

(B) The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement,



representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party (or of any officer, agent, employee, representative or attorney for the other party).

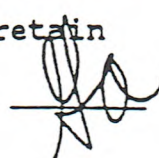
(C) The persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.

19. Plaintiff has been fully advised by his counsel as to the contents of this document and each provision hereof. Plaintiff hereby authorizes and directs his counsel to dismiss with prejudice his claims now pending in the action entitled Gerald Armstrong v. Church of Scientology of California, Los Angeles Superior Court, Case No. 420 153.

20. Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain

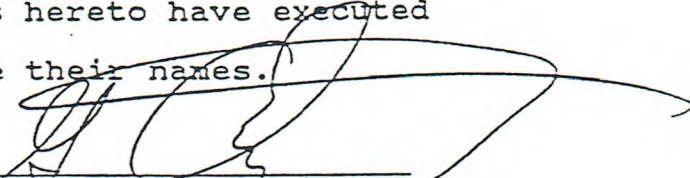


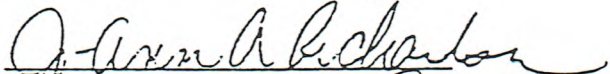
jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees.


21. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: December 6, 1985

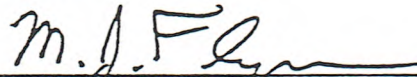

GERALD ARMSTRONG


Witness

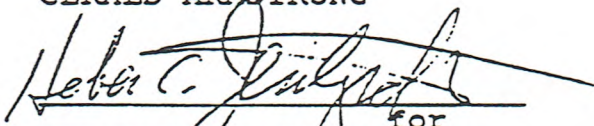

Witness

Dated: 12/6/86

APPROVED AS TO FORM AND CONTENT:


MICHAEL J. FLYNN
Attorney for
GERALD ARMSTRONG

Dated: December 11, 1986


for
CHURCH OF SCIENTOLOGY
INTERNATIONAL

After an initial 10% of the income has been deducted for research, and an additional 10% taken to operate as a reserve, the remaining 80% is allocated into the categories of 31% to salaries, 4% for payroll deductions, 17% for building expenses, 21% for organizational expenses and 7% to commissions.

It is ridiculous to think that the Church's Flag Land Base, which is composed of hundreds of staff in a number of different buildings, and which delivers Scientology counselling and training to thousands of parishioners on a weekly basis, would be able to cover its expenses using only 10 percent of its weekly income.

Corydon goes on to say that tens of millions of dollars paid for services delivered to Church members at the Flag organization were channeled into Hubbard's personal accounts.

There is no documentation to support this statement by Corydon. In fact, his claims are based on nothing more than hearsay, rumor and lies gathered from a small cabal of thieves, perjurers and disreputable sources.

Mr. Hubbard hardly needed any income from the Church of Scientology. As one of the most prolific and popular authors in history, his income speaks for itself. L. Ron Hubbard's career as a writer spanned more than 50 years, with over 22 million copies of his fiction books sold.

Since October 1982, there have been over 1,900,000 of Mr. Hubbard's fiction books sold. In 1985 and 1986 alone, 3,907,522 nonfiction books by L. Ron Hubbard were sold.

An unprecedented event in publishing history, L. Ron Hubbard's "Dianetics: The Modern Science of Mental Health," originally published in 1950 and carried on the prestigious New York Times best-seller list, returned to the New York Times list for over six months in 1986 and 1987. Mr. Hubbard's income from the royalties on sales of his extremely popular books is self-explanatory.

Not only was Mr. Hubbard not making his income from the Church of Scientology, but he also gave the majority of his estate to the Church in his will.

COMBAT IN WORLD WAR II

John Sanborne, one of Corydon's main sources for this book, claims that L. Ron Hubbard had not been in combat during World War II.

However, an Action Report from May 1943 shows that L. Ron Hubbard, as the Commanding Officer of the submarine chaser PC 815, engaged in direct combat with two submarines off the coast of Oregon.

TRAVELS IN ASIA

Gerry Armstrong, another one of Corydon's main sources in the book, claims that L. Ron Hubbard "... did not spend several years throughout Asia," and that Mr. Hubbard's total time in Asia was "a few weeks."

L. Ron Hubbard, in fact, was in Asia and the Orient several times during a three-year period, during which his travels were quite extensive.

Chapter 8

HOMER SCHOMER -----

Homer Schomer is a good example of the discreditable sources Corydon used for his book.

Schomer, a former Scientologist and staff member, was proven to be a perjurer during his testimony in a court case between the Church of Scientology and Julie Christofferson in 1985.

Homer had testified in 1984 in a court case brought by the Church of Scientology against Gerald Armstrong (a former staff member who had stolen valuable documents from Church archives).

In the Christofferson case, Schomer admitted to having committed perjury in the previous Armstrong case.

In 1984, Schomer also attempted to extort money from the Church of Scientology. In sworn affidavits, two Church staff members testified that when they met with Schomer in his own home in an attempt to help him reconcile his differences with the Church, Schomer offered to "stay quiet" about information that he felt could be damaging to the Church, if the Church paid him the exorbitant sum of \$200,000.00.

Schomer was also involved in passing stolen sacred and confidential Church scriptures to the Los Angeles law firm of Charles O'Reilly. In a hearing in the Church of Scientology's lawsuit on this matter, it was clearly shown that Schomer had provided copies of the stolen materials to O'Reilly's firm.

The materials were originally stolen in Denmark by an apostate former member of the Church and were then disseminated to the United States.

In the above-mentioned hearing, the judge precluded any further use and dissemination of the stolen Church scriptures. (See chapter entitled "David Mayo.")

Schomer's record as a perjurer, extortionist and thief has been disregarded by Corydon, who apparently could find no better "sources" for his book.

Chapter 14

REHABILITATION PROJECT FORCE

Corydon devotes a chapter in his book to the Church of Scientology's Rehabilitation Project Force (RPF). In this chapter, he includes such statements as the claim that individuals on the RPF are "slaves who eat scraps" and have "the look of hunted animals."

This perhaps would be a fine piece of sensational writing for the National Enquirer, but such a description of the Rehabilitation Project Force is a complete fabrication.

Corydon has used a description of the RPF provided by Gerry Armstrong, among others. Armstrong's description in this book, however, is completely contrary to his own previous sworn affidavit about the RPF.

(Gerry Armstrong's description of the RPF in Corydon's book can also be viewed in light of Armstrong's numerous false claims and lies on other subject matters: See chapter on Corydon as an "author" for further information on Gerry Armstrong's incompetence as a researcher.)

The Rehabilitation Project Force, as its name indicates, is a program with the purpose of rehabilitating individuals.

It is not uncommon for executives in high-pressure jobs in the business world to suffer from "burnout" and be totally unable to continue with their jobs. In the Sea Organization, if an individual is unable to keep up with the demands of his job or if he continually transgresses against the policies of his group, steps are taken to help the person so that he again becomes a contributing member of his organization. There are many different actions and programs which aide a Church staff member in this way. One of these is the Rehabilitation Project Force.

Individuals who go to the RPF do so of their own free will. If someone chooses not to do the RPF, he is free to leave. The fact is that those who are desirous of working in the Church and are interested in improving themselves (which is the very essence of what Scientology is all about), join the Rehabilitation Project Force by their own choice.

Individuals on the Rehabilitation Project Force receive extensive spiritual counseling. In exchange, they do work such as landscaping, building renovations and so forth.

Deponent: Kenneth David Long
Deponent's First Affidavit
Sworn on 5th October 1987
In support of Plaintiff
Resworn on 7th October 1987

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

1987 C No.6140

B E T W E E N :

CHURCH OF SCIENTOLOGY OF CALIFORNIA Plaintiff

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED Defendants

AFFIDAVIT
OF KENNETH DAVID LONG

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:-

1. I have been a member of the Church of Scientology for 11 years, and a member of the Church's staff for 7 years. I am employed by the Church of Scientology of California (hereinafter called "the Church") which is a non-profit

making religious corporation registered in California since 1954. My duties for the past 5 years have required that I work closely with and assist Church counsel in all phases of litigation in the United States, including the Church's litigation with Gerald D. Armstrong.

2. I have caused to be reviewed a manuscript of approximately 375 pages and entitled "Bare-Faced Messiah" by Russell Miller. There is now produced and shown to me marked "KDL 1" a copy of Mr. Miller's manuscript. This book contains direct quotes from unpublished writings of L. Ron Hubbard including personal diaries. From reading this manuscript it is self-evident that the unpublished quotes could not have been included without having the documents at hand. These documents could not have been obtained except by unauthorised access to them.

3. Mr. Miller in his publication goes into a rather detailed explanation as to how Gerry Armstrong, an ex-employee of the Church, had acquired these private writings of Mr. Hubbard's while working as a researcher on a biography of Mr. Hubbard. My affidavit will explain how these unpublished writings could only have come from Gerry Armstrong in breach of his agreements to keep these private writings absolutely confidential.

4. Gerald Armstrong was an employee of the Church from February 1969 to December 1981. There is now produced and shown to me marked "KDL 2", as evidence of Mr. Armstrong's employment, a copy of the W-2 Wage and Tax Statements issued by the Church for Mr. Armstrong during the years 1977 and 1978. There is also now produced and shown to me marked "KDL 3" a copy of an Affidavit executed by Mr. Armstrong on April 12, 1980, in which Mr. Armstrong affirmed at paragraph 1 that he was employed by the Church.

5. On January 8, 1980, Mr. Armstrong requested permission from the Founder of the religion of Scientology, Mr. L. Ron Hubbard, to be allowed to create a position within the Church which would compile, protect and preserve Mr. Hubbard's personal papers. Mr. Armstrong informed Mr. Hubbard that his purpose in making the request was because the position would require that "the person doing such would have to have your trust". There is produced and shown to me marked "KDL 4" a copy of Mr. Armstrong's request of January 8, 1980 to Mr. Hubbard. As the Court will see, Mr. Armstrong's request was copied to his supervisors within the Church in the upper right hand corner of the first page.

6. Upon Mr. Armstrong's request, the Church then allowed Mr. Armstrong to create a position within a division of the Church known as the "Personal Office of LRH". There is now

produced and shown to me marked "KDL 5" a copy of the Fictitious Business Name Statement of March 12, 1980 which established the Personal Office of LRH as a fictitious name for the Church of Scientology of California. Mr.

Armstrong's new position was entitled "Senior LRH Personal Public Relations Officer Researcher" ("Snr R Pers PRO Researcher"). There is now produced and shown to me marked "KDL 6" a copy of the dispatch distributed by Mr. Armstrong on February 3, 1980, announcing his assumption of the new position.

7. As the Court will see, Mr. Armstrong was aware of his obligation to hold confidential the information he obtained as an employee of the Church long before he assumed the position of Researcher in 1980 and he continued to remain aware of this obligation while holding that position. There is now produced and shown to me marked "KDL 7" a copy of the Non-Disclosure and Release Bond executed by Mr. Armstrong on March 18, 1977 in which Mr. Armstrong acknowledged his employment with the Church and that any information or knowledge obtained by him as an employee was done so in a relationship of trust and confidence and imparted to him a fiduciary duty to the Church. There is also now produced and shown to me marked "KDL 8" a copy of the dispatch dated February 22, 1980 and written by Mr. Armstrong, in which he describes the value of the materials which he was collecting

and requesting increased security arrangements for the office in which those materials were to be stored.. As the Court will see, Mr. Armstrong stated that he would sleep in the office to ensure the safety of those documents until such time as the security arrangements had been enhanced. There is now also produced and shown to me marked "KDL 9" a dispatch by Mr. Armstrong of May 14, 1980, in which he stated that other Church staff were "extremely reluctant" to furnish him with personal information about Mr. Hubbard's family and friends, and in which Mr. Armstrong obtained access to such information after assuring his fellow staff "as to the confidentiality these files are given".

8. On October 30, 1980, AOSH DK Publications and author Omar V. Garrison entered into an Agreement under which Mr. Garrison was to engage in the writing of a biography of Mr. Hubbard. There is now produced and shown to me marked "KDL 10" a copy of the agreement between Mr. Garrison and AOSH DK Publications. Shortly thereafter, AOSH DK Publications requested assistance from the Church in executing the terms of its agreement with Mr. Garrison, and specifically the assignment of a Church employee who would work as an assistant to Mr. Garrison and "assist in research and office duties as needed". There is now produced and shown to me marked "KDL 11" a copy of the letter of November 14, 1980 sent by the Secretary of the Board for AOSH DK Publications

to the Board of Directors for the Church. As the Court will see, the Board of Directors for the Church confirmed the agreement with the terms of the letter, and later ratified its agreement in a written Resolution. There is now produced and shown to me marked "KDL 12" a copy of the Resolution adopted by the Board of Directors of the Church in adopting the agreements proposed by AOSH DK Publications. Mr. Armstrong was the Church employee thereafter provided to Mr. Garrison pursuant to this agreement.

9. Mr. Armstrong assisted Mr. Garrison as a researcher and office assistant until he voluntarily terminated his employment with the Church on December 12, 1981. As the Court will see, by the time Mr. Armstrong left the Church he had furnished Mr. Garrison with "a great deal of materials" which were in Mr. Garrison's possession. There is now produced and shown to me marked "KDL 13" a copy of Mr. Armstrong's letter of December 12, 1981, in which he resigned his position in the Church.

10. On August 2, 1982, the Church brought a lawsuit against Gerald Armstrong, under two causes of action, namely, conversion and breach of fiduciary relationship, in respect of which the Church sought injunctive relief and imposition of a constructive trust. There is now produced and shown to me marked "KDL 14" a true and accurate copy of the

complaint. On August 24, 1982, the Honourable Judge John L. Cole of the Los Angeles County Superior Court issued a Temporary Restraining Order requiring Mr. Armstrong, his counsel, and all other persons participating or working in concert with Mr. Armstrong to surrender to the Clerk of the Los Angeles Superior Court all of the documents taken by Mr. Armstrong. There is now produced and shown to me marked "KDL 15" a copy of the Temporary Restraining Order. As the Court will see, the terms of that Order specified that the documents surrendered to the Court would remain under seal, available only to the parties in the action and only for purposes of that action.

11. On October 4, 1982, the Honourable Judge John L. Cole issued an order superseding the Temporary Restraining Order, but which maintained the sealing and confidentiality provisions of his prior Order pending resolution of the matter. There is now produced and shown to me marked "KDL 16" a copy of the Preliminary Injunction dated October 4, 1982.

12. On June 24, 1983 after several disputes over the writing of the LRH biography, Mr. Garrison entered into a Settlement Agreement with New Era Publications, the successor corporation to AOSH DK Publications. There is now produced and shown to me marked "KDL 17" a copy of the

public settlement agreement, in which Mr. Garrison acknowledged that he returned all copies of the materials furnished to him to the Church of Scientology International and that he has no right of possession to any of those materials.

13. Trial was heard on the Church's suit against Mr. Armstrong from May 3, 1984 through June 8, 1984. On June 20, 1984 the trial court issued a Memorandum of Intended Decision which, on July 20, 1984, was held to be the Statement of Decision. As the Court will see, the trial court ruled that the Church had made out a prima facie case against Mr. Armstrong for conversion, breach of confidence, breach of fiduciary relationship and invasion of privacy, but that Mr. Armstrong was justified in having taken the materials. The trial court also ordered certain of the previously sealed exhibits to remain under seal while unsealing the majority of the previously sealed trial exhibits. The trial court also ordered that the documents surrendered to the Clerk of the Court pursuant to the Temporary Restraining Order of August 1982 which had not been introduced during trial were to remain under seal pending trial of a separate suit brought by Mr. Armstrong against the Church. There is now produced and shown to me marked "KDL 18" a true and accurate copy of the Memorandum of Intended Decision dated June 20, 1984. This decision is

currently still on appeal.

14. Following the trial, the Church sought and obtained a series of sealing orders which effectively maintained the sealing of the trial exhibits right up to and including December 1986. There is now produced and shown to me marked "KDL 19" true and accurate copies of the sealing orders.

In December 1986, as the result of a settlement agreement reached between the Church and Mr. Armstrong in relation to Mr. Armstrong's cross-complaint, the trial court ordered the documents be returned to the Church. There is now produced and shown to me marked "KDL 20" a true and accurate copy of the December 11, 1986 Order issued by the trial court allowing for the return of the trial exhibits to the Church. The trial exhibits were then returned to the Church without their ever having been made available by the court to the general public for copying.

15. As the Court will see in reviewing "KDL 20", referred to immediately above, the settlement agreement entered into by the Church and Mr. Armstrong did not affect the Church's appeal of the trial court's decision in its case against Mr. Armstrong. In addition to seeking the numerous temporary sealing orders described above following the 1984 trial, the Church had also initiated proceedings to appeal the trial court's July 20, 1984 ruling. That appeal is still pending

with the California Court of Appeal and the action is still very much alive.

16. As stated above I have reviewed the manuscript by Russell Miller entitled "Bare-Faced Messiah". I have also caused to be reviewed certain documents returned to the Church by the court in December 1986 after the settlement with Mr. Armstrong. Mr. Miller's manuscript contains a number of direct quotes taken from these documents which were held under seal by the court.

17. At page 24 of the manuscript, Mr. Miller both refers to information contained in, and quotes directly from, Mr. Hubbard's Boy Scout diary. This diary was never introduced at trial of the action against Mr. Armstrong and so has never been unsealed nor made available to the general public.

18. At pages 45 to 46 of the manuscript, a letter from Mr. Hubbard's mother to Mr. Hubbard is quoted. This document has never been made available to the general public.

19. At pages 81 to 82 of the manuscript, large portions of a letter from Mr. Hubbard to his wife, Polly, are quoted. That letter, which I believe to be dated July 21, 1938, was

taken by Mr. Armstrong and then surrendered to the Clerk of the Court in August 1982. It was never introduced at trial in the action against Mr. Armstrong, and so has never been unsealed or made available to the general public.

20. At page 90 of the manuscript, a sentence from a one page letter from Mr. Hubbard to the Cape Cod Instrument Company is quoted. That letter was taken by Mr. Armstrong as part of a larger compilation of documents concerning a cruise taken by Mr. Hubbard, and was then surrendered to the Clerk of the Court in August 1982. It was never introduced at trial in the action against Armstrong, and so has never been unsealed or made available to the general public.

21. At pages 107 to 108 of the manuscript, several sentences written by Mr. Hubbard on January 6, 1944 in a Journal he kept as an officer in the U.S. Navy are quoted. That Journal was taken by Mr. Armstrong and then surrendered to the Clerk of the Court in August 1982. It was never introduced at trial in the action against Mr. Armstrong and so has never been unsealed or made available to the general public.

22. At pages 23 to 25, 29 to 34 and 37 to 45 of the manuscript, numerous passages are directly quoted from three diaries kept by Mr. Hubbard between 1927 and 1929.

These diaries primarily concern several trips made by Mr. Hubbard to the Orient, including Japan, China and Hong Kong. These have never been available to the general public.

23. On page 258 of the manuscript, Mr. Miller both quotes from and gives information from a "Tentative Constitution for Rhodesia", written by Mr. Hubbard. This document has never been available to the general public.

24. Mr. Armstrong testified during a deposition taken on August 1, 1986 that he had met Mr. Miller in approximately May of 1986. Mr. Armstrong indicated that not only did he believe that Mr. Miller had archival documents, but also that Mr. Miller was aware of the litigation arising out of Mr. Armstrong's breach of fiduciary duty to the Church and would have had or read documents about the Church's suit against him in this respect. Mr. Armstrong also indicated that he had furnished Mr. Miller with documents and information, although he did not identify which documents he had provided to Mr. Miller. There is now produced and shown to me marked "KDL 21" a true and accurate copy of Mr. Armstrong's testimony of August 1, 1986 concerning his contact with Mr. Miller.

25. Mr. Miller, by his own admission, is fully aware that the Church issued legal proceedings against Mr. Armstrong

for removal of Mr. Hubbard's confidential documents from the Church while Mr. Armstrong was employed by the Church. Mr. Miller is also fully aware that the Church has appealed the decision of the Los Angeles Superior Court, and that these confidential documents, the contents of some of which Mr. Miller is now seeking to publish, still remained under court seal when he obtained them from Mr. Armstrong.

26. For the reasons stated above, I know that the documents quoted and paraphrased in Mr. Miller's manuscript were not available to him from the court. I also know that Mr. Armstrong refused to obey an order of the court, and retained possession of documents which he had been ordered to surrender to the court for safekeeping under seal. I also know that Mr. Armstrong had contact with Mr. Miller as early as mid-1986. Based on these facts, it is my belief that the documents quoted and paraphrased in Mr. Miller's manuscript were furnished to Mr. Miller by Mr. Armstrong, and that they could not have been furnished to Mr. Miller by anyone else as no-one else other than Mr. Armstrong had access to these documents. Given these facts I am greatly concerned that Mr. Miller may still be in possession of copies of the said documents and may disseminate confidential information contained therein by distributing copies of the said documents to third parties or in some other manner impart the information contained therein to

such third parties.

27. I have read the affidavit written by David Morton Ziff and understand that Mr. Ziff's affidavit states that he witnessed the taking of a photograph of L. Ron Hubbard on the ship "Apollo" in Portugal in 1970. Mr. Ziff attaches to his affidavit a photograph of L. Ron Hubbard and states that the photograph was taken by Sylvia Calhoun, who at the time was employed by the Church as the "LRH Photographer". This unpublished photograph of L. Ron Hubbard is owned by the Church and the negative of the photograph is in the possession of the Church. There is now produced and shown to me marked "KDL 22" a copy of a photograph of L. Ron Hubbard which is the same photograph of Mr. Hubbard taken by Sylvia Calhoun on the ship Apollo in 1970 as described in the affidavit of Mr. Ziff.

28. There is now produced and shown to me marked "KDL 23" a copy of an advertisement which appeared in the publication "Bookseller", Issue number 4256, dated July 17, 1987. This advertisement depicts the forthcoming book "Bare-Faced Messiah, the True Story of L. Ron Hubbard" and includes a picture of L. Ron Hubbard, which is the same photograph of L. Ron Hubbard marked "KDL 22" which was taken by Sylvia

Calhoun and the copyright in which is owned by the Church as described above. The use of this photograph of L. Ron Hubbard in the advertisement in "Bookseller" is unauthorised and hence an infringement of the copyright in this photograph owned by the Church. I also believe that the photograph of L. Ron Hubbard and design surrounding it in the magazine advertisement in "Bookseller" is a depiction of the front of the dust cover of Russell Miller's forthcoming book. The use of Mr. Hubbard's photograph on the front of the dust cover is likewise unauthorised and an infringement of the Church's copyright in the afore-mentioned photograph of L. Ron Hubbard.

29. I have read the affidavit written by Julie Fisher and understand that Mrs. Fisher's affidavit states that she was one of the individuals who was photographed with L. Ron Hubbard in the Dutch Antilles in late 1974 and early 1975. Mrs. Fisher attaches to her affidavit a photograph of herself, other Church staff and L. Ron Hubbard, and states that the photograph was taken by Maude Castillo, who at the time was employed by the Church as the "LRH photographer". Maude Castillo took this photograph of L. Ron Hubbard in her capacity as a photographer for the Church. The copyright in this unpublished photograph of L. Ron Hubbard is owned by the Church of Scientology of California and the negative of the photograph is in the possession of the Church. There is

now produced and shown to me marked "KDL 24" a copy of a photograph of L. Ron Hubbard which is the same photograph of Mr. Hubbard taken by Maude Castillo in late 1974 and early 1975 as described in the affidavit of Mrs. Julie Fisher and produced there as Exhibit "JT 1".

30. There is now produced and shown to me marked "KDL 25" a copy of a page from Mr. Miller's manuscript. This page includes a photograph depicting L. Ron Hubbard and Church staff, and is the same photograph of Mr. Hubbard marked "KDL 24" that was taken by Maude Castillo and which is owned by the Church as described above. The planned use of this photograph of L. Ron Hubbard by Mr. Miller is unauthorised and hence an infringement of the copyright in this photograph owned by the Church of Scientology of California.

31. The Church has spent thousands of man hours and millions of dollars since 1982 in order to uphold the duty it owed to Mr. Hubbard as the bailee for his materials when they were taken by Mr. Armstrong. If Mr. Miller's manuscript is published with the direct quotations and paraphrases taken from Mr. Hubbard's personal documents, it will completely frustrate the purpose of the appeal by the Church now pending before the Los Angeles Superior Court by making public the very documents whose confidentiality the Church and the Courts have protected for the past five

years.

32. If Mr. Miller is allowed to publish his manuscript containing very personal and intimate details about Mr. L. Ron Hubbard with his photograph referred to in paragraph 29 above as well as the photograph on the dust cover, the buyers may very well at first glance be led to believe that the book has been supported or approved by the Church. Nothing could be further from the truth as the book has been written entirely without the Church's participation.

33. The Church is engaged in the preparations for an official biography of Mr. L. Ron Hubbard. Should Mr. Miller be permitted to use the hitherto unpublished photographs hereinbefore referred to at paragraphs 27 and 29, the Church would be deprived of its first publication rights in respect of the said photographs.

34. If Mr. Miller is allowed to publish the confidential information contained in Mr. Hubbard's personal and private documents, the confidentiality of that information will be forever lost. The Church will be irreparably harmed, without any adequate remedy in monetary terms, as the Court cannot order the bell be unring once it has been rung, or determine how far the sound has reached.

33r.

35. For the reasons I have set out in paragraphs 33 to 36 above, I verily believe that damages would not be an adequate remedy and I ask this Honourable Court to grant an injunction in the terms sought to restrain publication of Mr. Miller's book.

36. I understand that, under the law of the United Kingdom as well as under the laws of the United States, it is necessary to protect the person against whom an injunction is sought by giving an undertaking to cover any damages that might result should the injunction be issued and later be found to have been wrongly issued. The Church can and will make good any such undertaking of monetary damages that might be required. The last published accounts of the Church show a net worth of approximately \$14,000,000. There is now produced and shown to me marked "KDL 26" a copy of the balance sheet as at November 30, 1986.

SWORN at Sand Hill)
Tower, East Gunpowder)
Wall London)
;

Kenneth David Long

This 5th day of October 1987

Before me,

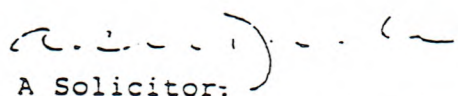


S. A. BIRD.

A Solicitor.

RESWORN at 23/27) *Kenneth David Long*
Fleet Street)
London EC4)
this 7th day of)
October 1987)

Before me,



A Solicitor:

EXHIBIT G

Deponent: Kenneth David Long
Deponent's: Second Affidavit
Sworn on 5th October 1987
In Support of Plaintiff

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

1987 C No. 6140

B E T W E E N :

CHURCH OF SCIENTOLOGY OF CALIFORNIA

(Plaintiff)

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED

(Defendants)

AFFIDAVIT

OF KENNETH DAVID LONG

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:

1. I have been a member of the Church of Scientology for eleven years, and employed by the Church of Scientology of California (hereinafter the "Church") for the past seven years. The Church is a non-profit making religious

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corporation registered in California since 1954. My duties for the past five years have required that I work closely with and assist Church counsel in all phases of litigation in the United States.

2. I wish to inform the Court at the very outset of this Affidavit that it is not in any way the intention of the Church to prevent the publication of Mr. Miller's book, or the Sunday Times serialisation of Mr. Miller's book. It is, however, the full intention of the Church to prevent publication of the photographs owned by the Church, and the information and documents obtained from the Church as a result of a breach of confidence and in violation of court orders.

3. I have been deeply involved in the litigation of the case of (Church of Scientology of California and Mary Sue) (Hubbard v. Gerald Armstrong), Los Angeles Superior Court case number C 420153, since the inception of that litigation on August 2, 1982. During the course of my participation in that litigation, I personally inventoried the materials surrendered pursuant to court order to the Clerk of the Los Angeles Superior Court in September 1982 by Gerald Armstrong and his counsel. I also attended almost every deposition and/or pre-trial proceeding held in that case, and was present as an assistant to counsel throughout each day of the trial proceedings in May and June, 1984.

4. As will be made clear for the Court in the paragraphs immediately following, the Church's case against Mr. Armstrong

involved thousands of documents covering a wide range of subjects. Mr. Armstrong admitted in oral testimony given in August 1982 that he had taken over 5,000 pages of original documents and 5,000 pages of xeroxed copies of documents, all of which originated from the Archives then maintained by the Church of Scientology of California. There is now produced and shown to me marked as "KDL 27" pages 234 to 235 from the deposition of Gerald Armstrong taken on August 18, 1982. As will also be made clear for the Court in the paragraphs immediately following, the vast majority of the documents taken by Mr. Armstrong remained under seal without interruption from September 1982, when Mr. Armstrong and his counsel surrendered said documents into the custody of the Clerk of the Los Angeles Superior Court, until December 1986, when said documents were returned to the Church. Additionally, through the efforts of Church representatives and counsel, the remaining documents likewise remained under seal throughout the same period, and were never available for copying by members of the public.

5. It was the theft by Mr. Armstrong of those documents, which included the boyhood diaries and journals of Mr. L. Ron Hubbard, letters between Mr. Hubbard and his family, correspondence between Mr. Hubbard and his friends and associates spanning over forty years, Mr. Hubbard's military records, and so forth, which formed the basis for the Church's action against Mr. Armstrong on August 2, 1982.

6. On August 24, 1982, the Los Angeles Superior Court issued a temporary restraining order, a copy of which was attached to my previous Affidavit of October 5, 1987 as Exhibit "KDL 15." That temporary restraining order required Mr. Armstrong, his attorneys, agents, and all persons working in concert or participation with him to surrender to the Clerk of the Court all of the materials originating in the Church archives which had been taken by Mr. Armstrong. The order further required that the materials, when surrendered to the Court, be maintained under seal and available only to the parties for use in that litigation only. This temporary restraining order was then superseded, on September 24, 1982, by a preliminary injunction, which was also attached to my prior Affidavit as Exhibit "KDL 16." The preliminary injunction maintained the sealing provisions established by the temporary restraining order.

7. The preliminary injunction remained in full force and effect with respect to all of the documents surrendered by Mr. Armstrong and his counsel until June 20, 1984, following a trial of the case against Mr. Armstrong. Attached to my previous Affidavit of October 5, 1987, as Exhibit "KDL 18," is a copy of the June 20, 1984 Memorandum of Intended Decision. That decision modified the preliminary injunction to the extent that the documents originally surrendered to the Clerk of the Court by Mr. Armstrong and his counsel became divided into two separate categories -- those documents introduced into evidence during the trial of the action, and those

documents which were not introduced into evidence and which remained in the possession of the Clerk of the Court.

8. The Memorandum of Intended Decision ordered that the documents which had not been introduced into trial remain under seal in the possession of the Clerk of the Court, effectively maintaining the terms of the preliminary injunction with respect to these documents. The Memorandum of Intended Decision also ordered that approximately 175 of the nearly 200 exhibits introduced during the trial from the documents held under seal were to be treated in the same fashion as other Superior Court trial exhibits, i.e., they were to be considered matters of public record and available for inspection by the public.

9. However, on June 25, 1984, and before any of the unsealed trial exhibits could be made available to the public, the Church and Mrs. Hubbard sought and were granted a stay of the trial court's order, thereby preventing the trial exhibits from becoming available for public inspection. A copy of that order staying the unsealing is attached to my previous Affidavit as Exhibit "KDL 19." Between the end of trial on June 8, 1984, and the issuance of the temporary stay on June 25, 1984, I caused a watch to be maintained over the area in the courthouse wherein the trial exhibits were stored to ensure that no one, other than trial court personnel, had access to said materials. Additionally, I later personally confirmed with Ms. Rosie Hart, the clerk for the Honorable Paul Breckenridge Jr., the trial judge for the Church's case

against Mr. Armstrong, that none of the trial exhibits were made available to anyone at any time prior to the issuance of the temporary stay order of June 25, 1984.

10. Thereafter, between June 25, 1984 and December 3, 1984, the Church and Mrs. Hubbard sought and obtained a series of orders which maintained the seal of the trial exhibits until December 19, 1984. Copies of the relevant orders sought and obtained are attached to my previous Affidavit as Exhibit "KDL 19." On December 19, 1984, and until approximately midday on December 20, 1984, the trial exhibits were made available for inspection by members of the public. I was present in court on both days, as were several hundred or more other Scientologists who were outraged that the personal and private papers of Mr. Hubbard were going to be made available for public inspection. I personally observed that, with the single exception of a reporter from the United Press International, no member of the public other than the Scientologists who were permitted to see the trial exhibits. I further observed that no member of the public, including the reporter or any of the Scientologists who did inspect the exhibits, obtained copies of any of the exhibits from the court. The court simply did not permit any of the exhibits to be copied.

11. On December 20, 1984, the Honorable Judge Lawrence Waddington issued a temporary restraining order in the case of (Roes 1 through 200 v. Superior Court of the State of)

(California for the County of Los Angeles), Los Angeles Superior Court case number C 527556, an action taken to reseal the trial exhibits by individuals who were named or otherwise identified in said exhibits. Immediately upon the issuance of the said temporary restraining order, a copy of which is attached to my previous Affidavit as Exhibit "KDL 19," the public inspection of the trial exhibits was halted.

Thereafter, no further public inspection of the trial exhibits was ever allowed by the court, and I have personally confirmed with the court personnel responsible for the caretaking of the exhibits that absolutely no inspection or copying of the trial exhibits was allowed. The final order, which maintained the seal on the trial exhibits until they were returned to the Church in December 1986, is also attached to my previous Affidavit in Exhibit "KDL 19." That order, dated January 26, 1985, was issued by the California Court of Appeal in the (Roes) case following the denial of the Roe plaintiffs' application for preliminary injunction.

12. In summary, as this Court can see from the above facts, two of the aforementioned court orders pertaining to the sealing of the confidential materials are especially relevant to the instant action involving Penguin Books Limited and Mr. Miller. The first is the preliminary injunction of September 24, 1982, which is the applicable order for all documents surrendered by Mr. Armstrong and his counsel which were not then later introduced during the May and June 1984 trial of the Church's case against Mr. Armstrong. The second

is the January 26, 1985 stay order issued by the California Court of Appeal in the (Roes) case, which is applicable to the documents introduced during the trial of the Church's action against Mr. Armstrong. Due to these two court orders, all of the documents remained under seal at all times relevant to this present litigation. No copies of any of said documents could have been obtained from the Los Angeles Superior Court.

13. In my First Affidavit, at paragraphs 16 through 23, I referred to a number of passages in Mr. Miller's book which directly quote from the documents originally taken by Mr. Armstrong and which are now at issue in the instant litigation. As the Court will note in reviewing the passages raised herein, however, there is far more at issue than simply the direct quotes. In many instances, Mr. Miller has gone far beyond merely quoting from the documents and, instead, has based much of his writing on information taken from the documents. For example, although pages 29 through 39 of Mr. Miller's book contain a great many direct quotes from Mr. Hubbard's boyhood diaries, those same pages are also almost wholly based on the information in the said diaries even where not directly quoted.

14. I have reviewed the unsworn Affidavit of Jonathan Caven-Atack in which he makes various statements concerning the status of the documents at issue in this matter.

15. At paragraph 3 of Mr. Caven-Atack's Affidavit, I note that he claims to have obtained "copies of the majority of the

released exhibits from the Superior Court of the State of California." For the reasons set forth in more detail hereinbelow, I believe that Mr. Caven-Atack's statement is nothing more or less than a willful and knowing perjury to this Court.

16. In support of my statement, I respectfully request the Court to review paragraph 10 of Mr. Caven-Atack's Affidavit. In said paragraph, Mr. Caven-Atack describes three diaries authored by Mr. L. Ron Hubbard between the years 1927 and 1929. Mr. Caven-Atack explicitly states that the diaries were introduced during the trial of the Church's case against Mr. Armstrong in 1984 as trial exhibits 62, 63 and 65. He further attaches copies of said diaries to his Affidavit as Exhibit JC-A 4.

17. As the Court will note for itself in reviewing Exhibit JC-A 4, none of the three diaries demonstrates the exhibit marking of the Los Angeles Superior Court. Instead, each diary demonstrates a number written by hand on the first page.

18. I was present during each day of the trial against Mr. Armstrong in May and June, 1984. I recognize the handwritten denotations of the numbers "62," "63" and "65" as having been placed on the diaries by Church counsel Robert Harris just before handing the diaries to the trial court and Mr. Armstrong's counsel as exhibits.

19. I have detailed for the Court hereinabove the

various orders issued by the courts in the United States which maintained these diaries under seal until they were returned by the court to the Church in December 1986. The Second Affidavit of Timothy Bowles, at paragraph 14, likewise states that no copies of any of the trial exhibits, which would specifically include the diaries, were ever available to any member of the public such as Mr. Caven-Attack, from the Los Angeles Superior Court.

20. Based on the above facts, I am certain that the (only) possible source for the diaries attached by Mr. Caven-Attack as Exhibit JC-A 4 is Mr. Armstrong and/or his counsel. Had Mr. Caven-Attack actually obtained said copies from the Los Angeles Superior Court, as he claims at paragraph 3, the said copies would demonstrate the exhibit marking of the Superior Court. I am also certain, as a matter of logical necessity flowing from the above facts, that Mr. Caven-Attack has willfully and knowingly perjured himself before this Court.

21. At paragraph 5 of Mr. Caven-Attack's Affidavit, he further avers that he did not at any time receive any sealed documents from Mr. Armstrong or counsel for Mr. Armstrong. However, as set forth hereinabove, the copies of the diaries attached as Exhibit JC-A 4 were given only to Mr. Armstrong and his counsel. The sole source for those copies is therefore obviously and only Mr. Armstrong or his counsel. Mr. Caven-Attack met with Mr. Armstrong in the United Kingdom at least in June 1984, if not also on other occasions. There is

now shown and produced to me marked as "KDL 28" a copy of pages 260 to 262 from the oral testimony of Gerald Armstrong of July 31, 1986, in which he states that he met with Mr. Caven-Atack in the London area on several occasions in or about June 1984. I note that Mr. Caven-Atack avoids any mention in his Affidavits of having met with Mr. Armstrong, and that he likewise does not deny having received any documents from Mr. Armstrong. Interestingly enough, Mr. Caven-Atack also mentions nowhere that he ever went to the Los Angeles Superior Court. In view of the facts already set forth hereinabove, Mr. Caven-Atack's statement is either an additional perjurious statement made to this Court or an attempt to avoid the truth through word games.

22. At paragraph 8 of the Affidavit of Mr. Caven-Atack, he states that the letter from Mr. Hubbard's mother to Mr. Hubbard of September 30, 1929 was introduced as an exhibit during the trial of the Church's case against Mr. Armstrong. I note that Mr. Caven-Atack does not contest the statement made in my First Affidavit at paragraph 18, in which I stated that the letter has never been made available to the general public. My statement is true, as has been demonstrated to the Court through my summary of the orders maintaining the trial exhibits effectively under seal until their return to the Church in December 1986. I further note that Mr. Caven-Atack does not deny that he has a copy of said letter, and that he has failed to attach a copy of said letter to his Affidavit as an exhibit.

23. I have reviewed the statements made by Mr. Caven-Atack in paragraphs 7, 9 and 10 of his Affidavit, concerning Mr. Hubbard's Boy Scout Diary, Mr. Hubbard's letter to the Cape Cod Instrument Company, and a single one of the three boyhood diaries authored by Mr. Hubbard between 1927 and 1929. As a result of my review, I do agree that a few pages from Mr. Hubbard's Boy Scout Diary, the letter to the Cape Cod Instrument Company, and a portion of one of Mr. Hubbard's three diaries previously discussed hereinabove, were actually available to the public from the Church, and were mistakenly brought before the Court through a clerical error. However, in light of Mr. Caven-Atack's apparent disregard for the truth, as additionally evidenced, for example, by the fact that there was no showing of the Boy Scout diaries in Toronto in October 1986, I have reached this conclusion only after having verified for myself the truth of the matter.

24. At paragraph 10 of Mr. Caven-Atack's Affidavit, concerning three diaries authored by Mr. Hubbard between 1927 and 1929, Mr. Caven-Atack states that the three diaries were introduced during the trial of the Church's case against Mr. Armstrong in May and June, 1984. I agree with Mr. Caven-Atack's assertion. Indeed, the Church has not stated any differently. However, I also respectfully refer the Court to the discussion hereinabove concerning the various court orders which maintained these documents under seal. Despite Mr. Caven-Atack's assertion, the documents were not publicly available from the Los Angeles Superior Court, and he could

not have obtained copies therefrom.

25. At paragraph 11 of Mr. Caven-Atack's Affidavit, he refers to a list of exhibits unsealed during the trial of the Church's case against Mr. Armstrong, and concludes that the letter from Mr. Hubbard to his wife, Polly, was not introduced into said trial at any time. Although I know of no such list as that referred to by Mr. Caven-Atack, his conclusion is accurate. I note that neither Mr. Caven-Atack nor Mr. Miller have denied that the information in this letter arises from the documents maintained under seal from September 1982 until December 1986, and I further note that neither Mr. Miller nor Mr. Caven-Atack have attempted to explain how they came into possession of said letter.

26. I have reviewed the Affidavit of Russell Francis Miller, sworn to on October 3, 1987. In doing so, I have noted that Mr. Miller states at paragraph 10 that he obtained much of the information at issue herein from Mr. Caven-Atack. Mr. Miller also avers that he was informed by Mr. Caven-Atack that some of the documents had been used in connection with the litigation between the Church and Mr. Armstrong, but that he was informed by Mr. Caven-Atack that some of the documents, although not all of them, which were used in connection with the litigation had been unsealed. As I have set forth for this Court in the paragraphs immediately hereinabove, and in my First Affidavit, the documents were neither left unsealed nor were they ever available for Mr. Atack to publicly inspect or

under seal pursuant to the preliminary injunction of September 24, 1982 until returned to the Church in December 1986. It is not surprising that Mr. Miller would not divulge his source since that individual is in violation of the court order of September 24, 1982.

29. At paragraph 22 of Mr. Miller's Affidavit, he indicates that his source for the information contained in his book concerning Mr. Hubbard's 1927 to 1929 diaries was Jon Attack. Said diaries were introduced during the May to June 1984 trial between the Church and Mr. Armstrong. As this Court has been informed hereinabove, the trial exhibits were maintained under seal through various stay orders, and particularly the stay order issued by the California Court of Appeal on January 26, 1985. At no time were copies of the said diaries provided to Mr. Attack or anyone else by the Los Angeles Superior Court.

30. I have reviewed and caused to be verified Mr. Miller's statements in paragraph 23 of his Affidavit. Mr. Miller's statement is highly suspect since he chose not to support said statement by attaching a copy of his request to the CIA. A copy of the document was introduced during the trial of the Church's case against Mr. Armstrong, and was maintained under seal pursuant to sealing orders described hereinabove, and particularly the stay order of January 26, 1985 issued by the California Court of Appeal.

31. Although not previously brought to this Court's

attention, and also based on information taken from documents held under seal pursuant to the preliminary injunction order of September 24, 1982, Mr. Miller's book includes three letters from Mr. Hubbard to Helen O'Brien in 1953. The first of these letters appears at page 213 of Mr. Miller's book, in the second complete paragraph, and concerns Mr. Hubbard's feelings about a former associate, Don Purcell. The letter is directly quoted, in part, by Mr. Miller. The second letter, which also contains direct quotations as well as information from the letter, appears at the last incomplete paragraph on page 213 and the first incomplete paragraph on page 214 of Mr. Miller's book. The third letter appears in the first complete paragraph on page 214 of Mr. Miller's book, and is again both directly quoted from as well as used as the basis for additional information imparted by Mr. Miller. All three of these letters were surrendered to the Clerk of the Court by Mr. Armstrong and his counsel in September 1982, and all remained under seal until they were returned to the Church in December 1986. Mr. Miller's inclusion of the information cited herein clearly shows additional breaches of confidence and violation of the orders issued by the California courts.

32. Based on the above information now furnished to this Court, I am certain that Mr. Miller has used information which could only have originated from Mr. Armstrong. I further believe that Mr. Miller recognized that his obtaining and use of that information was a perpetuation of the breach of confidence initiated by Mr. Armstrong, and that Mr.

Caven-Atack's claim to have obtained the documents from the Los Angeles Superior Court has been made with the knowledge that it is utterly false.

33. At paragraph 5 of his Affidavit sworn to on October 3, 1987, Mr. Miller describes what he terms was a "hostile reaction" from the Church when he informed it that he intended to write a book about Mr. Hubbard's life. Although his statements are irrelevant to the issues herein, and apparently included only to cast a bad light over the Church, I wish to inform this Court that the Church initially met with Mr. Miller and, in fact, agreed at one point to assist Mr. Miller in the research for his book. It was only after Mr. Miller's actions revealed his true intentions were to author a book that was biased and one-sided, contrary to his earlier undertaking that the book would truly be factual, that the Church refused to cooperate with him.

34. Mr. Miller's additional statements in paragraph 5, concerning the persons whom he was interviewing, also appear by their very lack of specificity to be designed to impugn the Church. The Court should be aware that such persons, the sources for Mr. Miller's book, are almost one for one former Scientologists who are now hostile to the Church and to Mr. Hubbard. Hana Eltringham Whitfield, for example, is quoted rather extensively by Mr. Miller throughout the latter portion of the book. Yet he fails to mention at any point that Mrs. Whitfield is attempting to extort millions of dollars from the

Church by filing a purported class action suit in the United States which has been thrown out of court three times, and in which Mrs. Whitfield and the other plaintiffs have been sanctioned by the court. There is now shown and produced to me marked as "KDL 28" a copy of the Court's order of September 24, 1987, dismissing the purported class action suit for the third time.

35. At paragraph 30 of his Affidavit, Mr. Miller attempts to raise the spectre that a granting of the injunction requested by the Church would adversely affect the serialisation of Mr. Miller's book by the Sunday Times. This is not the case. As I stated in paragraph 2 hereinabove, the Sunday Times is free to publish a serialisation of Mr. Miller's book as long as it does so without violating the rights of the Church. In order to ensure that the rights of all parties are made known and thereby preserved to each, the Church's solicitor has forwarded a letter to the Sunday Times, placing it on notice of the current undertaking by the Defendants herein. The letter additionally reminds the Sunday Times of its undertaking of January 14, 1970, in which it agreed not to publish any of the allegations now raised by Chapter 7 of Mr. Miller's book. There is now shown and produced to me marked as "KDL 29" a copy of the October 5, 1987 letter sent by Mrs. Hamida Jafferji, solicitor for the Church, to the Sunday Times. There is also now shown and produced to me marked "KDL 30" a copy of the October 5, 1969 article entitled "The Odd Beginning of Ron Hubbard's Career,"

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which article contains the statements prohibited by the
aforementioned undertaking.

36. I have reviewed the unsworn first Affidavit of Julie A Scott-Bayfield, who describes at paragraph 2 an incident involving the copying of a xerox of Mr. Miller's book. Although the information imparted by Mrs. Scott-Bayfield is completely irrelevant to the issues in this case, I respectfully differ with her statement that the manuscript being copied by the Church representative is confidential to the Defendants. I have been informed that Penguin Books Limited have disseminated copies of the manuscript copied to persons in at least four separate countries -- the United Kingdom, the United States, Canada and Germany -- and that a person affiliated with the publisher furnished a copy of the manuscript to an individual who then furnished the copy to representatives of the Church. This individual has requested and was promised that he will not be identified due to his fear that he will be harassed or will otherwise be subjected to unpleasant actions by Mr. Miller or Penguin Books Limited for his assistance to the Church. The copy of the manuscript being copied was obtained in a completely legitimate manner. The copies were made solely for use in the present legal proceedings and, as I have been informed by counsel for the Church, therefore are specifically excluded from copyright infringement under the Copyright Act of 1956.

37. At paragraph 3 of the Affidavit of Julie A Scott-Bayfield, she alleges that one of the two photographs

for which relief is sought by the Church is not actually owned by the Church. Mrs. Scott-Bayfield's statement is extended hearsay, as she is merely repeating information passed on to her by a Doreen Gillham, who, in turn, apparently obtained at least some of the information from a Larry Miller. However, leaving this aside, even if Mrs. Scott-Bayfield's explanation is accepted as true, the Church still has ownership of the photograph. The Church does not accept the claim that the photograph was taken by Mr. Miller, and actively contests that claim. Further, I have caused the records of the Church to be searched, and aver thereon that Mr. Miller was employed by the Church as a photographer. Even if the photograph was actually taken by Mr. Miller, it was taken by him pursuant to his employment as a photographer for the Church, and was and is owned by the Church. The negative is contained in the Church archives, and it is self-evident that Mr. Miller's copy of the photograph was made from another photograph rather than from the negative. Ms. Gillham's memory of events concerning the photograph is additionally suspect in that Julie Fisher was, at the time the photograph was taken, actually fourteen years of age and not ten or eleven as alleged by Ms. Gillham. Interestingly enough, Ms. Gillham herself was only seventeen at the time the photograph was taken. This photograph is registered in the United States Copyright Office to the Church of Scientology of California, with a registration number of VAu 116-627.

38. I have reviewed the Affidavit of Glen Keith Marks,

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sworn to on October 3, 1987. I have also reviewed the Affidavit of Michael Roy Garside, sworn to on October 5, 1987. Based on the matters stated therein, I verily believe that Rex Features Limited was not furnished with a copy of the photograph used on the dust jacket for Mr. Miller's book. I further believe that, even if such were the case, the Church did not relinquish or waive its copyright in the photograph; certainly no representative of the Church who met with Rex Features Limited was authorized to furnish such a waiver. I have caused the records of the Church to be searched and, as a result, I verily believe and do aver that the photograph used on the dust jacket of Mr. Miller's book has always been maintained in the archives of the Church, and that it has never been published or disseminated by the Church. This photograph is registered in the United States Copyright Office to the Church of Scientology of California, with a registration number of VAU 116-426.

SWORN at *St. Hill (now)*
East Grinstead, West
Sussex

Kenneth David Long

This *5th* day of October 1987
 Before me,

S. R.

Solicitor

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EXHIBIT H

Deponent: Kenneth David Long
Deponent's: Third Affidavit
Sworn on 5th October 1987
In Support of Plaintiff

IN THE HIGH COURT OF JUSTICE

1987 C No. 6140

CHANCERY DIVISION

B E T W E E N :

THE CHURCH OF SCIENTOLOGY OF CALIFORNIA

(Plaintiff)

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED

(Defendants)

AFFIDAVIT

OF KENNETH DAVID LONG

I, KENNETH DAVID LONG, of 1301 North Catalina, Los Angeles, California 90027, United States, an executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:

I have been a member of the Church of Scientology for eleven years and employed by the Church of Scientology of California (hereinafter the "Church") for the past seven years. The Church is a non-profit making religious

corporation registered in California since 1954. My duties for the past five years have required that I work closely with and assist Church counsel in all phases of litigation in the United States.

2. I have read the final draft of Russell Miller's upcoming book entitled "Bare-Faced Messiah," a purported biography of Scientology founder, L. Ron Hubbard.

3. The main sources of information for Mr. Miller's biography of Mr. Hubbard appear to be Jonathan Caven-Atack and Gerald Armstrong. As demonstrated in my First and Second Affidavits of October 5, 1987, Mr. Miller's and Mr. Caven-Atack's claims that they obtained documents concerning Mr. Hubbard and the Church from public sources, including the Los Angeles Superior Court, are overwhelmingly false. In an unsworn affidavit, Mr. Caven-Atack seeks to distract this Court from his obvious contempt and violation of United States court orders by a parade of irrelevant, disjointed and conclusory diatribe, including accusations of criminal activity. This is indeed an interesting turn.

4. Upon information Mr. Caven-Atack, prior to joining the Church of Scientology as a parishioner, had a record of drug use and drug pushing, including two convictions for possession of drugs. In fact, Mr. Caven-Atack credited the religious counseling procedures of Scientology with assisting him in kicking his drug habit, during the time he was a member of the religion. There is now produced and shown to me marked

"KDL 31" a petition written by Mr. Caven-Atack. In said petition, he requested to be allowed to become an employee of the Church of Scientology in Manchester, England, and details his involvement with drugs. Due to the policy of the Church whereby an individual with a criminal background is not allowed to work as a member of Church staff, Mr. Caven-Atack was denied employment by the Church, although he was not denied membership in the Church nor its help in keeping him off drugs.

5. In 1983 Mr. Caven-Atack resigned from his membership in the Church. Thereafter, in late 1983, there was a theft of sacred and confidential Church scriptures from a Church of Scientology in Copenhagen, Denmark, by three British citizens -- Ron Lawley, Robin Scott and Morag Bellmaine. Mr. Scott was subsequently arrested for the theft and convicted in Denmark. There is now produced and shown to me marked "KDL 32" a copy of the English High Court order enjoining the possession, use and distribution of the stolen Church scriptures.

6. In 1984, Mr. Caven-Atack received a copy of the stolen materials from Ron Lawley, made himself a copy of the materials, and sent them to Larry West, a citizen of California, U.S.A. There is now produced and shown to me marked "KDL 33," excerpts from the transcript of the oral testimony of Martin Ruston, taken in the United States, which describe the part Mr. Caven-Atack played in the illicit distribution of the scriptures stolen from the Church in

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violation of the English court order.

7. It thus does not surprise me that Mr. Caven-Atack would maliciously and deliberately engage in all manner of irrelevant and highly prejudicial mud-throwing at the Church of Scientology, given his own documented background as a drug pusher, purveyor of the Church's stolen and confidential religious scriptures and, as set forth in my First and Second Affidavits, possessor of other documents belonging to the religion's founder in violation of United States court orders. Given the discreditable background and dubious motives of Mr. Caven-Atack as regards a Church which opposes the use of drugs, opposes crime, and which extended to Mr. Caven-Atack its help regardless of his past transgressions, it is obvious to me that the evidence he gives should be recognized for what it is and disregarded.

8. Gerald Armstrong has been an admitted agent provocateur of the U.S. Federal Government who planned to plant forged documents in Church files which would then be "found" by Federal officials in subsequent investigation as evidence of criminal activity.

9. The evidence is irrefutable that the great majority of these biographical documents were obtained by Mr. Caven-Atack and Mr. Miller in violation of court sealing orders. As such, the allegation of "unclean hands" in contexts entirely unrelated to the facts at issue here has as its only purpose to distract and inflame this Court into

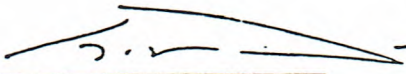
denying the relief which the Church is seeking.

SWORN at *Saint Hill Manor*
East Greenstead, West
Sussex

Kenneth David Long

This 5th day of October 1987

Before me,


S.M. BIRD.
Sheridan

Deponent: Sheila Macdonald Chaleff
Deponent's First Affidavit
Sworn on 5th October, 1987
In Support of the Plaintiff

IN THE HIGH COURT OF JUSTICE

1987 C No. 0140

CHANCERY DIVISION

B E T W E E N :

CHURCH OF SCIENTOLOGY OF CALIFORNIA Plaintiff

-- and --

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED. Defendants

AFFIDAVIT OF
SHEILA MACDONALD CHALEFF

I, SHEILA MACDONALD CHALEFF, of Saint Hill Manor, East Grinstead, Sussex, MAKE OATH and say as follows:-

1. I have been a member of the Church of Scientology for the past 27 years. I have been employed by various Church of Scientology corporations for 17 years and am presently the Director of the Office of Special Affairs for the United Kingdom.

2. In 1985 Mr. Russell Miller approached the Church indicating

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and was involved in distribution of materials stolen from the Church of Scientology. Mr. Armstrong is known to me to be a US government informant who has admitted on video tape that he intended to plant forged documents within the Church of Scientology and then using the contents to get the Church raided where these forged documents would be found and used against the Church. These are the same two individuals that Mr. Miller used to obtain the documents he used in his book.

8. On 11 August 1987, BBC Radio 4 aired a programme regarding L. Ron Hubbard and the Church of Scientology. This programme was researched and presented by Margaret Percy. After the airing of this programme, Mr. Atack wrote a letter to the "Radio Times" criticising Ms. Percy's programme even though he was a consultant to the programme. There is now produced and shown to me marked "SMC 2" a copy of Mr. Atack's letter to "Radio Times" with Ms. Percy's response.

9. The integrity of Mr. Miller and his sources of the documents in question are at best suspect. I have no doubt that the documents involved in this litigation were obtained in breach of court orders and the confidential relationship between the Church and Mr. Armstrong.

SWORN at
Sand Hill Manor
Great Gwent
West Sussex
the 5th day of October
Before me

Shula Chaloff

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Deponent: Kenneth David Long
Deponent's Fourth Affidavit
Sworn on 7th October 1987
In support of Plaintiff

IN THE HIGH COURT OF JUSTICE

1987 C No.6140

CHANCERY DIVISION

B E T W E E N :

CHURCH OF SCIENTOLOGY OF CALIFORNIA Plaintiff

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED Defendants

AFFIDAVIT
OF KENNETH DAVID LONG

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:-

1. I have been a member of the Church of Scientology for 11 years, and a member of the Church's staff for 7 years. I am employed by the Church of Scientology of California (hereinafter called "the Church") which is a non-profit

making religious corporation registered in California since 1954. My duties for the past 5 years have required that I work closely with and assist Church counsel in all phases of litigation in the United States.

2. I have been deeply involved in the litigation of the case of "Church of Scientology of California and Mary Sue Hubbard v. Gerald Armstrong", Los Angeles Superior Court cases number C 420153, since the inception of that litigation on August 2, 1982. During the course of my participation in that litigation, I personally inventoried the materials surrendered pursuant to court order to the Clerk of the Los Angeles Superior Court in September 1982 by Gerald Armstrong and his counsel. I also attended almost every deposition and/or pre-trial proceeding held in that case, and was present as an assistant to counsel throughout each day of the trial proceedings in May and June, 1984.

3. While attending proceedings held in the instant matter on Tuesday, October 6, 1987, I noted that the Court seemed to have additional questions concerning the status of the documents in the Armstrong case, and the relationship of the documents in issue herein to said status. Responses to the court's questions, to the content I have discerned them, follow hereinbelow.

4. The bottom line I wish to communicate is this: None of the

1986 were these 9,000 documents available to the general public, or considered to be in the public domain. This fact is very important since four of the seven documents at issue herein were contained in these 9,000 documents which remained under seal at all times. There is no legal way that Mr. Armstrong, Mr. Miller and/or Mr. Newman could have possession of these materials.

8. Trial ended in the Armstrong case on June 8, 1984. Between June 8 and June 20, 1984, the 200 exhibits were held by the trial judge unavailable to anyone else, for his use in writing the Memorandum of Intended Decision. No one other than court personnel had access to those 200 exhibits. I know this to be fact since I both maintained a watch over the area where the documents were kept and verified with Ms. Rosie Hart, the trial court's clerk, that no one was allowed access to these documents. In issuing the Memorandum of Intended Decision, the trial court ordered that 22 of the 200 exhibits were to remain sealed. Those exhibits joined the other 9,000 documents, leaving just approximately 178 exhibits affected by the following events.

9. On June 25, 1984, the first of what was to be a series of orders temporarily staying the unsealing of the trial exhibits was issued by the California court of Appeal. Please note Exhibit "KDL 19" attached to my first Affidavit. In addition, there is now produced and shown to me marked "KDL 34", a chronological History of Major Armstrong Case Orderss, which

have personally prepared to assist counsel and the court.

10. In reviewing Exhibit "KDL 34" attached hereto, the Court will no doubt note what appear to be "windows," or gaps between the vacating of one order and the issuance of the next. These "windows" are far more apparent than they were real. To begin with, I maintained, along with my staff, a daily check with each court in which a temporary stay order was pending in order to ensure that I learned the minute a ruling was issued. So before the trial court received any order vacating a sealing order, the Church obtained another order sealing them up again. In actuality, it took 3-5 days for the trial court to receive a vacating order from the Higher Court and before receipt I would personally hand deliver a new stay order. In addition, I also had my staff maintain a watch over the area of the court where these documents were kept during each so called "window" period and no one viewed and/or copied the materials.

11. There was just a single incident when the 178 trial exhibited were made available for public inspection, on December 19, 1984 and until midday on December 20, 1984. This occurred after an injunction issued by the Ninth Circuit Federal Court of Appeals expired, and was then halted by the issuance of a temporary restraining order on December 20th in the "Roes" case, previously described in my Second Affidavit. I was physically present at the court during the entire time that the documents

were available for inspection by the public. I personally observed that, with the exception of a UPI reporter who was allowed only to view some of Mr. Hubbard's military records for no more than 30 minutes, only Scientologists obtained access to see the 178 trial exhibits. Additionally, I personally observed and then verified with court personnel that no one, including the reporter, were permitted copies of any of the exhibits. People were permitted to view the documents only and not copy them.

12. Following the issuance of the "Roes" order on December 20, 1984, the 178 trial exhibits were never again unsealed. These 178 trial exhibits, the other trial exhibits which had been left sealed throughout, and the 9,000 documents never entered into the trial, were then returned to the Church in December 1986.


13. As is clearly shown by the above events, no one was ever able to obtain copies of any of the 10,000 documents from the trial court. This fact is the basis for my statements, in my Second Affidavit, that Mr. Caven-Atack has perjured himself to this Court by claiming, in a sworn Affidavit filed herein, that he obtained copies from the court. Mr. Caven-Atack's obvious lack of specifics in his affidavit emphasizes this. Suspiciously left out of his affidavit are the facts supporting Mr. Caven-Atack's claim that he obtained the documents from the California court. Nowhere does Mr. Caven-Atack state when he was in California, when he went into the court, signed the visitor's sign-in log and the details of the actual copying. Mr. Caven-


Atack is silent on these points obviously because he never went to the court as verified by my conversation with the court clerk and my review of the visitor's sign-in log. There can be no doubt that the documents in issue herein, no matter through whom they were funneled to Mr. Miller, originated from Mr. Armstrong, in violation of court orders.

14. I have reviewed the Second Affidavit of Russell Francis Miller, relating to certain letters from Mr. Hubbard to one Helen O'Brien during 1953. The letter discussed by Mr. Miller at paragraph 3 of his affidavit is not at issue in this action, it is neither listed in the amended writ filed herein nor mentioned in my Second Affidavit precisely because, as Mr. Miller understands, it is a matter of public record. Mr. Miller attempts to create confusion with this Court by the inclusion of this particular letter.

15. At paragraph 4 of his Second Affidavit, Mr. Miller references three other Helen O'Brien letters which are at issue herein and states he obtained copies of these letters from Mr. Ron Newman. These three letters are part of the 9,000 documents which remained under seal in the court at all times and were returned to the Church in December 1986. Mr. Ron Newman nor anyone else could have legal possession of these letters since they could not have been obtained from the Court: It is interesting that Mr. Miller has "no idea" where Mr. Newman

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obtained these letters, an important fact which would obviously be of interest to any researcher, author or anyone else receiving these documents. Gerald Armstrong was the only person that had these letters and he knowingly violated several court orders - the ~~September~~ ^{August DL} 24, 1982 court order to turn in all materials to  the court and the June 20, 1984 court order sealing the documents. He obviously didn't keep them sealed since Mr. Newman and Mr. Miller have copies and he didn't turn in all copies of the letters when ordered, since as a condition of settlement Mr. Armstrong turned in any materials he had concerning LRH or the Church. I personally inspected the documents he turned in in January 1987 and among them were the three Helen O'Brien letters, letters that he was ordered to turn into the court.

16. In order to clarify for the Court the exact status of each of the documents at issue herein, I have prepared a short Summary of said documents. There is now produced and shown to me marked "KDL 35" a copy of said Summary. As the Court will note, four of the documents in issue - the three O'Brien letters referred to hereinabove and Mr. Hubbard's letter to Polly - have never been trial exhibits. They have remained under seal at all times. Three of the documents - two of Mr. Hubbard's boyhood diaries and the letter to Mr. Hubbard from his ~~more~~ ^{mother KDL} were Armstrong trial  exhibits, but have also remained under seal as shown by the attached Chronological History of Court Orders. The only source for these documents, was not the trial court but Gerald Armstrong

himself.

SWORN at 23/28)
First St, London)
EC4)
)

Kenneth ...

This 7th day of October 1987

Before me,

Mark W. X. Cook

*Mark Cookley
Solicitor of the
Supreme Court*

5th : K.D. Long
Plaintiff
Sworn on 8th October 1987

IN THE HIGH COURT OF JUSTICE

1987 C No. 6140

CHANCERY DIVISION

B E T W E E N :

CHURCH OF SCIENTOLOGY OF CALIFORNIA

Plaintiff

-and-

- (1) RUSSELL MILLER
- (2) PENGUIN BOOKS LIMITED

Defendants

A F F I D A V I T

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an Executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:-

1. This affidavit is supplemental to my previous affidavits filed with this Court.
2. I have read Jonathan Caven-Atack's Third Affidavit and Mr Miller's supplemental affidavit filed with this Court yesterday, October 7, 1987.

3. Mr Caven-Atack conveniently changes his testimony of his previous affidavits and now states that he received copies of the documents from a Brenda Yates who had been given the task of making photocopies of documents in possession of Mr Armstrong's lawyer.

4. Mr Miller in his supplemental affidavit now claims, at this late hour, that he "misunderstood" how Mr Caven-Atack obtained copies of the documents. These inconsistent and last minute changes are simply an attempt to create confusion and doubt with this Court.

5. Mr Caven-Atack and Mr Miller's latest affidavits lack, as did their previous affidavits, specific facts. They still fail to identify which documents were obtained from Mrs Yates. Also, they still remain silent regarding how they obtained the documents that remained sealed during the entire course of the Armstrong trial and were never made exhibits.

6. I have read the affidavit of Earle C. Cooley dated October 8, 1987. In regard to paragraph 4 of this affidavit, I can say, based on my being in Court every day of the Armstrong trial, that none of these documents in question in this case were publicly available during the course of the trial. There were over 100 exhibits that were publicly available and not subject to any sealing order but none of these documents are included in this case and none

of them were LRH archive documents. The truth is that the documents in question were sealed throughout the entire Armstrong trial and remain sealed to this day.

7. Produced and shown before me now is exhibit "KDL 36" a true and correct copy of the affidavit of Gerald Armstrong of March 7, 1986. Mr Armstrong himself testified the following: "CSC (Church of Scientology California) sued me in August 1982 in the Los Angeles Superior Court and the documents I had sent my attorneys were ordered to be delivered to the Court where they were put under seal. Mary Sue Hubbard entered the case, hereinafter referred to as (Armstrong), as Plaintiff in Intervention in late 1982. The case went into trial in 1984 and several of the sealed documents were admitted into evidence as defense exhibits 500A-500JJJJJJ. A Judgment was entered in my favour. The exhibits and other biography documents remain under seal pending the outcome of an appeal taken by plaintiff."

The appeal referred to by Mr Armstrong is still pending in California.

8. During the course of the Armstrong trial and up until this day the Armstrong documents have been effectively under seal and protected by various Court Orders in the United States. Mr Flynn was permitted by the trial Court to use the documents only for the purpose of the Armstrong case and only during the pendency of those proceedings. The trial

court, in a 23 April 1984 hearing, specifically stated how these documents were to be treated:

"MR LITT: (Church attorney) We would also like -- Mr Flynn has not had access to these documents, assuming that the Court is now allowing him to go into them, we also would like an order that requires that he has seen these materials under seal. He may not disclose the materials or the contents of the materials for any purpose outside of the use in this proceeding. That is the order that exists presently with respect to Counsel.

"THE COURT: I don't have any problem with that, at least until the Court decides what to do with these exhibits."

"MR FLYNN: I essentially have no quarrel with that."

The Court also stated:

"THE COURT: Well, I will accept the representation by Mr Flynn that he is not going to do anything of an untoward (sic) nature that would violate the theory and the principles of what we are trying to deal with here. He is subject to the protective order.

"... and he is not to -- during the pendency of these proceedings, until further order discuss or disseminate to

other people, other than people like his client or in Court here, matters contained in the sealed records which were not in the public domain before Mr Armstrong first went to Mr Flynn or Miss Dragojevic, her firm."

9. Produced and shown before me now is exhibit "KDL 37", a July 31, 1986 declaration of Mr Michael Flynn filed in another Church case. In the case, Mr Flynn was being accused of giving out Armstrong documents to a media outlet.

Mr Flynn stated:

"In this case, of course, when we do not possess the (Armstrong Documents) it would be impossible for us to sell sealed documents to (Der Spiegel)."

10. Produced and shown before me now is exhibit "KDL 38", a true and correct copy of portions of deposition transcript of a Mr Homer Shomer, taken on 23 April 1985. Ms Julia Dargojevic, who was also trial Counsel for Mr Armstrong and who worked closely with Mr Flynn, stated:

"MS. DRAGOJEVIC: Okay. The other thing I wanted to say is that simply by turning over these documents doesn't mean we're limiting ourselves because we consider that a number of documents which were used in the Armstrong case would be applicable to this Request for Production. Unfortunately, those documents are under seal for the present, and there's nothing I can do about producing them."

11. As has been clearly shown by the facts above, Mr Armstrong and Mr Flynn testified that they have complied with the Court Orders sealing the documents in question. If Mrs Yates got the documents from Mr Flynn as Mr Miller testifies she did, or from anyone else, she did so in violation of Court Orders and also in Breach of Confidence.

12. Obviously, if Mrs Yates would have legally had the Armstrong documents in her possession, she would have distributed them the same way she distributed the trial transcripts. In Mr Miller's affidavit, he states that Mrs Yates was to "copy and immediately" distribute the documents obtained from Mr Flynn. As is shown by the facts below, Mrs Yates only distributed the trial transcripts.

13. Produced and shown before me now is exhibit "KDL 39" which is a true copy of several pages from a July/August 1984 publication entitled "The Journal of the Advanced Ability Center." Contained in the classified section of this publication is an advertisement from Brenda Yates offering for sale copies of the Armstrong Trial Transcripts. Nowhere in the ad does Mrs Yates offer the Armstrong documents which would obviously be of more interest to potential buyers than just the trial transcript.

14. Produced and shown before me now is exhibit "KDL 40" a true copy of the January/February 1985 edition of "The Journal of the Advanced Ability Center." Mrs Yate's ad

appears again in the Classified section. As the Court can see there is no mention of any Armstrong documents for sale.

15. After reviewing all the facts put forth by the Plaintiff and after reading the inconsistent affidavits of Mr Miller and Mr Atack, there is no doubt that the documents in question in the suit were improperly obtained in violation of Court Orders and in Breach of Confidence.

The Church does not want to prevent the publication of Mr Miller's book, we just want the parts of the book taken from the documents in question removed and our copyright rights in the photographs protected.

SWORN at 23/28 Fleet St)
London EC4)

Kenneth David Long

this 8th day of October 1987)

Before me,

Mark W. L. Cook

A SOLICITOR

Mark Cooksley
Solicitor of the
Supreme Court

EXHIBIT L

SETTLEMENT AGREEMENT

A. PRIOR SETTLEMENTS:

Settlement agreements made prior to November 1, 1986 and prior to the collective settlement stated below:

<u>Client</u>	<u>Amount</u>	<u>Fee and Expenses</u>
(1) Bears	\$115,000.00	To be determined with local counsel
(2) Garritys	\$175,000.00	To be determined with local counsel
(3) Petersons	\$175,000.00	To be determined with local counsel
(4) Jefferson	\$150,000.00	To be determined with local counsel
(5) Lockwood	\$150,000.00	To be determined with local counsel
(6) Hartwell	\$150,000.00	To be determined with local counsel
	<u>\$915,000.00</u>	To be determined with local counsel

B. INDEPENDENT SETTLEMENT:

The Christofferson-Titchborne settlement was made separate from the collective settlement. It was agreed to between attorney Gary McMurray, his client, Julie Christofferson-Titchborne and the Church of Scientology.

<u>Client</u>	<u>Amount</u>	<u>Fee and Expenses</u>
Christofferson-Titchborne	\$100,000.00	To be determined by attorney McMurray and client. None of the attorneys representing other clients in the collective settlement represent or have represented Christofferson-Titchborne.

C. COLLECTIVE SETTLEMENT:

The following cases/clients are part of a collective settlement made on December ____, 1986. The undersigned acknowledge that the settlement set forth above in Paragraphs A and B were made as separate settlements, meaning that the cases/clients listed in Paragraphs A and B agreed to the amounts stated therein prior to the collective settlement as in Paragraph A, and independent from the collective settlement as in Paragraph B. The total amount of the collective settlement is \$2,800,000.00. The total amount of the collective settlement and the prior independent settlements in Paragraphs A and B is \$3,815,000.00. The collective settlement allocation is as follows:

<u>Client</u>	<u>Amount</u>	<u>Fee and Expenses</u>
(1) Nancy Dincalci	\$ 7,500.00	None
(2) Kima Douglas	\$ 7,500.00	None

(3)	Robert Dardano	\$ 15,000.00	None
(4)	Warren Friske	\$ 15,000.00	None
(5)	William Franks	\$ 40,000.00	None
(6)	Laurel Sullivan	\$ 40,000.00	None
(7)	Edward Walters	\$100,000.00	To be determined between client and attorneys
(8)	Howard Schomer	\$200,000.00	To be determined between attorney Bunch and client
(9)	Martin Samuels	\$500,000.00	To be determined between attorney McMurray and client
(10)	Gerald Armstrong v. Church of -- Scientology	\$800,000.00	To be determined between attorney Bunch and client
(11)	Fees and expenses to attorneys Contos & Bunch, Robert Kilbourne, Michael Flynn, and associated counsel for the prosecution and defense of various cases including the "Hubbard documents" case, the "check- frame up" case and the defense of approximately 17 lawsuits against attorney Flynn and his clients.	\$500,000.00	To be determined between attorneys Contos & Bunch, Michael Flynn, Robert Kilbourne, and associated counsel
(12)	Flynn v. Ingram (No. _____) Flynn v. Hubbard (No. _____)	\$575,000.00	To be determined between attorney Flynn and his counsel
		\$2,800,000.00	

We, the undersigned, agree and acknowledge that

- (1) we have read the foregoing Settlement Agreement;
- (2) that we agree with the total settlement amount and the allocations to the respective cases/clients as set forth therein;
- (3) that we have either consulted, been advised to consult or have had the opportunity to consult with attorneys other than Michael J. Flynn who, we acknowledge is also a claimant against the Church of Scientology and L. Ron Hubbard;
- (4) that we agree to maintain the confidentiality of this Settlement Agreement;
- (5) that we acknowledge that many of the cases/clients involved in this settlement have been in litigation against the Church of Scientology for more than six to seven years, that many have been subjected to intense, and prolonged harassment by the Church of Scientology throughout the litigation, and that the value of the respective claims stated therein is measured in part by the (a) length and degree of harassment; (b) length and degree of involvement in the litigation; (c) the individual nature of each respective claim in connection with either their involvement with the Church of Scientology as a member and/or as a litigant; (d) the unique value of each case/client based on a variety of things including, but not limited to, the current procedural posture of a case, specific facts unique to each case, and financial, emotional or consequential damage in each case; that we agree and

acknowledge that Michael J. Flynn has primarily been responsible for bearing the cost of the litigation over a period of approximately seven years, that he or his firm's members have been required to defend approximately 17 lawsuits and/or civil/criminal contempt actions instituted by the Church of Scientology against him, his associates and clients, that he and his family have been subjected to intense and prolonged harassment, and that his claims against the Church of Scientology and L. Ron Hubbard, and his participation as an attorney have a unique value which is accurately and properly reflected in the allocations set forth herein.

NANCY DINCALCI

DATE: _____

KIMA DOUGLAS

DATE: _____

ROBERT DARDANO

DATE: _____

WARREN FRISKE

DATE: _____

LAUREL SULLIVAN

DATE: _____

WILLIAM FRANKS

DATE: _____

EDWARD WALTERS

DATE: _____

HOWARD SCHOMER

DATE: _____

MARTIN SAMUELS

DATE: _____

GERALD ARMSTRONG

DATE: _____

MICHAEL J. FLYNN

DATE: _____

CONTOS & BUNCH
A PROFESSIONAL CORPORATION

By: _____
BRUCE M. BUNCH

DATE: _____

GARY MC MURRAY

DATE: _____

ROBERT KILBOURNE

DATE: _____

3:3:17

EUGENE M. INGRAM
INGRAM INVESTIGATIONS
California License Number RA9387
1212 North Vermont Avenue
Los Angeles, California 90029

November 7, 1984

To: EUGENE M. INGRAM, PRIVATE INVESTIGATOR

From: PHILLIP RODRIGUEZ, POLICE OFFICER, NORTHEAST DIVISION, CITY OF
LOS ANGELES

I hereby direct EUGENE M. INGRAM and his employees/agents or other persons acting under his direction, to intentionally and without the consent of all parties to a confidential communication, by means of any electronic amplifying or recording device, eavesdrop upon or record such confidential communication, whether such communication is carried on among such parties in the presence of one another or by means of a telegraph, telephone or other device, for the period November 7, 1984 thru November 14, 1984; provided however, that if recordings are accomplished on any day during the above period, EUGENE M. INGRAM is to report the results to me for further direction by me.

This authorization shall specifically pertain to the investigation of GERRY ARMSTRONG, MICHAEL J. FLYNN, AND OTHERS NOT KNOWN AT THIS TIME, regarding possible criminal violations of, but not limited to, California Penal Code §664 (Attempts), §134 (Preparing False Documentary Evidence), §182 (Conspiracy) and/or any other violations of criminal laws.

This authorization is in compliance with California Penal Code §633.

Signed in Los Angeles, California, on November 7, 1984.



OFFICER PHILLIP RODRIGUEZ
SERIAL NUMBER 16924
LOS ANGELES POLICE DEPARTMENT

EXHIBIT "A"

April 23, 1985

PUBLIC ANNOUNCEMENT
BY
DARYL F. GATES
CHIEF OF POLICE, LOS ANGELES

It has come to my attention that a member of the L. A. P. D. very foolishly, without proper authorization and contrary to the policy of this Department, signed a letter to Eugene M. Ingram, believed to have been drafted by Ingram himself. The letter purports to authorize Ingram to engage in electronic eavesdropping. The letter, along with all the purported authorization, is invalid and is NOT a correspondence from the Los Angeles Police Department.

The Los Angeles Police Department has not cooperated with Eugene Ingram. It will be a cold day in hell when we do.

I have directed an official letter to Ingram informing him that the letter signed by Officer Phillip Rodriguez dated November 7, 1984, and all other letters of purported authorizations directed to him, signed by any member of the Los Angeles Police Department, are invalid and unauthorized.

Internal Affairs Division is now investigating the entire incident.



THIS IS TO CERTIFY THAT I HAVE EXAMINED THE ORIGINAL OF THIS DOCUMENT AND FIND THIS REPRODUCTION TO BE A TRUE COPY OF SAME, MADE WITHOUT ALTERATIONS OR ERASURES.

By Sgt. E. Hernandez 4828
RECORDS & IDENTIFICATION DIVISION
LOS ANGELES POLICE DEPARTMENT

Dated: 5-16-85

399



OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF LOS ANGELES
SPECIAL INVESTIGATIONS DIVISION
8000 CRIMINAL COURTS BUILDING
210 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012 -3275
(213) 974-7437

IRA REINER, DISTRICT ATTORNEY

April 25, 1986

Rev. Ken Hoden
Rev. Kathleen Gorgon
Rev. Heber Jentzsch
Mr. John Peterson
Mr. David Butterworth
Church of Scientology
1301 N. Catalina
Los Angeles, California 90012

Gentlemen:

In re S.I.D. CASE NO. C85-0054

In your letters dated May 1 and July 19, 1985, you asked that this office investigate your allegations that:

1. Chief Daryl Gates of the Los Angeles Police Department, Agents Al Lipkin and Al Ristuccia of the Internal Revenue Service, Gerald Armstrong, and Michael Flynn have committed the crime of conspiracy to obstruct justice.
2. Internal Revenue Service Agents Al Lipkin and Al Ristuccia additionally "aided and directed" the commission by Gerald Armstrong of violations of Penal Code Sections 182 (Conspiracy), 134 (Preparing False Evidence), and 653f (Solicitation of the commission of certain crimes).
3. Gerald Armstrong additionally prepared false documentary evidence in violation of Penal Code Section 134; committed extortion in violation of Penal Code Section 518; and solicited commission of the crimes of burglary, receiving stolen property, and forgery, in violation of Penal Code Section 653f.

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April 25, 1986
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4. Michael Flynn additionally aided Gerald Armstrong in his violations of Penal Code Section 182, conspiracy, and Penal Code Section 653f, solicitation of burglary, receiving stolen property, and forgery.

Following his receipt of your letters, Steven A. Sowders, Head of the Special Investigations Division, met personally with Rev. Jentzsch and Rev. Hoden to discuss your complaint. I have since reviewed the voluminous materials you submitted in support of your charges, and I have spoken at length on the telephone and in person with church members John Peterson and David Butterworth. In our several conversations, I informed both Mr. Butterworth and Mr. Peterson that in order intelligently to evaluate the Church of Scientology's allegations, I would need further information. In addition to the documents already provided, I asked them to provide me with:

- (1) A complete description of the events to which the submitted documents relate, including:
 - (a) the time, date, and place of each event;
 - (b) the names of all persons present;
 - (c) the circumstances in which the event occurred;
 - (d) the name of each speaker and identifying information about him.
- (2) A description of the manner in which the recording or other source information was obtained.
- (3) A statement from the person who obtained the recording or other data, identifying him, describing the manner in which he obtained it, and setting forth the manner in which he could authenticate any recording and any transcript involved.
- (4) An explanation of the relevance of the conversations and other materials cited to the allegations of criminal conduct.

I further requested that they furnish any other evidence they might have in support of the Church of Scientology's allegations. I particularly requested documentation setting forth the specific facts in support of the allegations recited above. I asked that they provide the date, time, and place of each alleged event, and the name, address, and telephone number of each witness.

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April 25, 1986
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In response, I received from Mr. John Peterson a letter dated September 27, 1985, which letter I discussed on October 3, 1985, with Mr. Butterworth. Thereafter, following many attempts on my part to schedule a meeting with either Mr. Peterson or Mr. Butterworth or both of them, on December 10, 1985, they came to my office and conferred with Investigator Alan Tomich and me.

In that meeting, I reiterated my need to know the date, time, and place of each alleged event, and the name, address, and telephone number of each witness. I further asked whether the Church of Scientology had any additional evidence in support of its allegations. Messrs. Peterson and Butterworth responded that they had submitted to this office all the evidence that they had.

I explained to them that, in order to decide whether a prosecutable crime had been committed, we had to interview those persons who had observed the events that were alleged to constitute the criminal conduct; and that in order to interview those persons we needed to know who they were and where we could find them. In response, Mr. Peterson repeated the suggestion he made in his letter of September 27, 1985, that we interview Eugene Ingram, who had videotaped certain events which, Mr. Peterson said, were the basis of his allegations. He declined, however, to identify, beyond the name "Joey," the persons other than Gerald Armstrong who appear on the tapes.

It was my understanding that Messrs. Peterson and Butterworth intended to review the matter and that they would subsequently forward the requested witness information to me. Their response was a letter dated December 15, 1985, which contained a witness list comprised of the names of the persons the Church of Scientology has accused plus another I.R.S. agent and two police officers. He furnished no further information.

I responded to Mr. Peterson in a letter dated January 16, 1986, in which I summarized our December 10 meeting. In it, I also asked Mr. Peterson to permit Investigator Tomich to interview Mr. Eugene Ingram (whom Mr. Peterson, as an attorney, apparently represents), and I again requested that Mr. Peterson supply us with the information outlined above.

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In response, I received from Mr. Peterson a letter dated March 18, 1986. In it, he denied that he and Mr. Butterworth had intended, after the December 10 meeting, to provide further information, and he declared that we had received all the data he felt we needed.

It appears, then, that no further evidence in support of your allegations is forthcoming; and based on Mr. Peterson's statement on December 10, 1985, that I had understood and accurately summarized the evidence the Church of Scientology had submitted, it appears that the assertions of fact described below constitute in its entirety the evidence in support of your allegations of criminal conduct.

Allegation 1:

That Chief Daryl Gates conspired to obstruct justice.

Evidence:

The allegation of "planting a 'wire tap' on Michael Flynn" was referred to Chief Gates¹ by Assistant City Attorney Lewis N. Unger on April 17, 1985.² On April 23, 1985, Chief Gates publicly rebuked Officer Phillip Rodriguez and Investigator Eugene Ingram for video taping Gerald Armstrong. Within hours, Investigators Lipkin and Ristuccia were seen, apparently by Rev. Heber Jentzch,³ leaving Parker Center. There has allegedly been no effort to do anything about "Mr. Armstrong's crimes."⁴ Chief Gates also initiated an investigation "into the police officer and private investigator" (July 19 letter, p. 6).

Allegation 2:

That Internal Revenue Service Agents Al Lipkin and Al Ristuccia conspired with Gates, Armstrong, and Flynn to obstruct justice and that they "aided and directed" Gerald Armstrong in the commission of violations of Penal Code Sections 182, 134, and 653f.

Evidence:

John G. Peterson declared under penalty of perjury⁵ that "Armstrong showed he was being used by the Internal Revenue Service to gather information." In support of that declaration, Mr. Peterson included "excerpts from the videotape" which indicated that "GA" mentioned Al Ristuccia and gave Al Lipkin's telephone number to "J".

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Agents Lipkin and Ristuccia visited Officer Phillip Rodriguez and allegedly attempted to "strong arm" him. Agents Lipkin and Ristuccia stated that, on April 18, 1985, they interviewed Rodriguez, who admitted signing an authorization letter. The agents considered Rodriguez evasive and sought police assistance in obtaining his cooperation. The agents were seen leaving Parker Center on April 23, 1985.⁶

Armstrong told "J" that he had told Lipkin some people might want to talk to him, and that he had told Lipkin to go after Peterson.

Allegation 3:

That Gerald Armstrong conspired with Michael Flynn, Daryl Gates, Al Lipkin, and Al Ristuccia to obstruct justice; prepared false documentary evidence; committed extortion; and solicited the commission of the crimes of burglary (Penal Code Section 459), receiving stolen property (Penal Code Section 496), and forgery (Penal Code Section 470), in violation of Penal Code Section 653f.

Evidence:

John Peterson declared that Armstrong conspired with a "church... staff member," was "used by...the Internal Revenue Service to gather information," "explained to the conspirators plans for attacking the church...and...Hubbard," and had a videotaped conversation with "J" which demonstrates his involvement with the government.⁹

"GA" told "J" to type the completed staff work on the policy and bring it in, that "issues can be created," but he was "not really saying create incrimination (sic) evidence...but just to write about the speculation." He also said, "They can never tell where the issue came from." He wanted the lawsuits to end so that he could get his "global settlement."¹⁰

Armstrong told "J" about a "good-looker" named Carol. He said "the way to the man's mind is through his cock" and "that's definitely the way to get to the top." He wrote a note which reads in part, "Establish available route for holding the cock of someone in ASI/WDC/etc."¹¹

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Armstrong allegedly wrote and handed over to someone on November 9, 1984, a "shopping list" of information which he asked a "church member to purloin." "GA" told "J" "something should be done so that they can capitalize on getting stuff...into writing and...unstabilizing the whole PI, attorney apparatus." He asked if "J" could get money to Peterson and told "J" to check the finance records. He said, "if we can get anything on Ingram (or) Peterson (or) finance records (or) other PI's (or) operation 'X'..., it's all vital."

Armstrong asked for specifics on payments to Ingram, and told "J" he should find what payments went to attorneys.

The handwritten list read in part, "1. Plan on Van Schaick...4. Anything on Hubbard or Don/ 5. Anything on upcoming legal battle... 8. Get me an original of an LRH Ed (current) or other issue type which could be from Hubbard. 8a. Same for WDC. Create one, get it distributed and get an assessment. Any partial that gives UP or ORG."¹²

He also told "J" he had given one "fanatic" document "to the Feds" and was giving them another.¹³

Armstrong told "J" on November 9, 1984, that he could type "things and duplicate them and make them look exactly the same" and that "we could set up a press and...produce issues...." He thought, "shouldn't I get some I HELP materials (?)". He wanted to know "how they're run off, what the type face is like..., - because we can simply create these;... - I can create documents with relative ease...."

"J" suggested changing some documents. "GA" responded that "a lot of things can be done", but he did not propose to "be stuffing things into their comm basket." He later commented that something could be pasted and photocopied.¹⁴

Allegation 4:

That Michael Flynn conspired to obstruct justice, and aided Gerald Armstrong in the crimes of conspiracy (Penal Code Section 182) and solicitation of burglary, receiving stolen property, and forgery (Penal Code Section 653f).

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Evidence:

In April, 1985, Flynn contacted the United States Attorney in Boston, the Internal Revenue Service, and the Los Angeles Police Department. Flynn's attorney, Raul Martinez then made allegedly false accusations of wire tapping.

Flynn told the Los Angeles Police Department that "Cooley" had had a video recording and a letter signed by Officer Rodriguez authorizing such a recording. By letter, Attorney Raul Martinez, representing Mr. Flynn, asked the City Attorney to investigate. The City Attorney forwarded the letter to Chief Gates.¹⁵

John Peterson declared under penalty of perjury that evidence indicated that Michael Flynn was directing Gerald Armstrong in order to steal documents, plot forgeries, steal legal strategies, implement a plot to seduce and blackmail a Scientologist, and conspire to suborn perjury.¹⁶

The "Van Schaick" case, referred to in Armstrong's "shopping list", was settled by Attorney Flynn.¹⁷

* * *

As Mr. Peterson has noted, I have spent a considerable amount of time reviewing and comprehending the materials you have submitted to this office. For the reasons set forth below, I do not find that those materials contain sufficient evidence of the commission of any of the alleged crimes to justify the further investigation of those allegations.

At the outset, I should like to point out the following regarding Mr. Peterson's letter dated September 27, 1985 and my subsequent communications with him. 1) Mr. Peterson told me that "the interviews took place in Griffith Park during... November, 1984." He has not otherwise responded to my request for a complete description of the events to which the documents related, including times, dates, places, names, circumstances, and identifying information. (See Request #1, above.)

2) Mr. Peterson told me that "tapes are not in dispute" and that details of the taping should be sought from Gene Ingram.

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But when Investigator Tomich sought to follow his advice, Mr. Peterson asserted he was Mr. Ingram's attorney, and he refused to permit Investigator Tomich to interview him.

In his letter of March 18, 1986, Mr. Peterson refused further to respond to my requests for a description of the manner in which recordings and other source information were obtained; and for a statement from the person who obtained the information (some of it apparently recorded, some of it apparently from other sources) identifying that person and describing the acquisition of the information, documents, or tape, and the manner in which it could be authenticated (proved to be what it purports to be). (See Requests Nos. 2 and 3, above.)

3) He submitted "data on the background of Jerry Armstrong" and the other documents referred to in the footnotes to this letter, in which he highlighted those portions he considered relevant to the allegations. He has not otherwise explained the relevance of the submitted materials to the allegations of criminal conduct. (See Request #4, above.)

4) He told me that the individuals speaking on the video tapes are "responsible witnesses who can be produced if necessary." Beyond submitting a list of the names of the persons you have accused and three of their associates, he has not otherwise responded to my requests that he document the specific facts which prove the commission of the crimes alleged, including the particular details about each event and the names, addresses, and telephone numbers of the witnesses (See the paragraph following request #4, above).

* * *

A conspiracy to obstruct justice is an agreement between two or more persons to do an act or omit to do an act, as the result of which justice or the due administration of the laws is obstructed or perverted. To convict a person of that crime the prosecution must prove that he made such an agreement with the specific intent to commit or omit the necessary act and that, while he was a member of the conspiracy, he or a co-conspirator committed an overt act in furtherance of the object within the prosecuting jurisdiction (in our case, Los Angeles County).

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Assuming that the factual allegations are true, and that Daryl Gates did receive from Michael Flynn a wiretapping complaint; did rebuke Officer Rodriguez and Investigator Ingram; and did initiate an investigation into possible criminal conduct by Rodriguez and Ingram; that Gerald Armstrong did have the above-described conversations with "Joey"¹⁸ about Al Lipkin and Al Ristuccia; that Lipkin and Ristuccia did interview Rodriguez, did consider him evasive, did seek Los Angeles Police Department assistance in obtaining Rodriguez's cooperation, and did visit Parker Center on April 23, 1985; that Armstrong told "Joey" to type staff work in order to create issues and that he did all the other things alleged (talked to "Joey" about "Carol," told "Joey" that "they" should destabilize the "PI, attorney apparatus," told "Joey" to check financial records, wrote and delivered the "shopping list," and gave documents "to the Feds") and that Michael Flynn both personally and through his attorney contacted the United States Attorney, the Internal Revenue Service, and the Los Angeles Police Department to complain about the tape recording, the actions of Officer Rodriguez, and other matters; and that he settled the "Van Schaick" case; we are unable to find in any of those allegations any evidence which would support an allegation that Chief Gates, Agent Lipkin, Agent Ristuccia, Mr. Armstrong, or Attorney Flynn agreed with anyone to commit or omit any act which might pervert or obstruct justice or the due administration of the laws.

No factual details (time, place circumstances, names of witnesses, etc.) have been submitted to support many of the conclusions that have been alleged. Thus there is no evidence that "there has been no effort to do anything about" crimes allegedly committed by Mr. Armstrong; that the Internal Revenue Service Agents attempted to "strongarm" Officer Rodriguez; that Mr. Armstrong conspired with a church staff member and explained to the conspirators his plans for attacking the church and Mr. Hubbard; that Mr. Armstrong wrote a "shopping list" of information and asked someone to "purloin" it; or that Michael Flynn made false accusations of wiretapping.

Therefore, the evidence of which we have been apprised of a conspiracy to obstruct justice is insufficient to warrant further investigation by this office.

To convict a person of the crime of preparation of false documentary evidence, the prosecution must prove that he in fact

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made the document, that it was false, and that he intended it to be produced as true for a deceitful purpose in a proceeding authorized by law.

Even assuming that it can be proved by competent, admissible evidence that Gerald Armstrong told "Joey" to type staff work and that "issues can be created," that "they can never tell where the issue came from," and that he wanted the lawsuits to end so that he could get his "global settlement"; that Armstrong wrote and gave to someone the "shopping list"; that he told "Joey" he wanted to get "stuff...into writing" and to "unstabliz(e)" the "apparatus"; that he said getting records was "vital"; that he said he could type and duplicate things and create documents and set up a press and produce issues, that he wanted to know about a type face, that a lot of things could be done and that something could be pasted and photocopied; none of this, taken alone, constitutes evidence that Mr. Armstrong in fact created a single false document or that he intended that such a document be produced for any purpose in any legal proceeding.

Further, in the documents submitted to us, Mr. Armstrong is quoted as stating that he was not advocating the creation of incriminating evidence and that he did not propose to "be stuffing things into their comm baskets."

We are aware of no other evidence which might lend criminal significance to the statements of Mr. Armstrong. We can find, therefore, no basis for a further investigation of the allegation that Penal Code Section 134 has been violated.

Extortion (Penal Code Section 518) is the obtaining of property from another with his consent, induced by a wrongful use of force or fear. The fear may be induced by a threat to injure a person or property, or to accuse the victim or a relative of crime, or to impute to any of them a deformity, disgrace, or crime, or to expose a secret affecting any of them. Penal Code Section 524 makes it a felony to attempt to commit extortion.

Assuming that it can be proved that Gerald Armstrong expressed the views alleged regarding the "way to the man's mind" and that he wrote the note referring to "ASI" and "WDC", that does not appear to us to be evidence that he or anyone obtained or

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attempted to obtain property from anyone by means of any threat. We therefore find no basis for further investigation of the allegation that Gerald Armstrong committed extortion.

The solicitation of another person to commit or join in the commission of burglary, receiving stolen property, or forgery is a felony, the proof of whose commission requires the testimony of two witnesses or of one witness plus evidence of corroborating circumstances. To convict a person of solicitation, the prosecution must prove that he asked another person to commit a crime with the specific intent that it be committed.

The solicitation of burglary requires a request that one enter a building or other specific place (See Penal Code Section 459) intending to commit larceny or a felony; the solicitation of receiving stolen property requires a request that one receive property that one knows has been stolen; the solicitation of forgery, a request that one, with the intent to defraud, sign without authority another's name or counterfeit his handwriting, or make any of the false documents specified in Penal Code Section 470, or knowingly utter such falsified document, signature, or handwriting.

Assuming that the allegations are true that Gerald Armstrong told "Joey" to type staff work, that "issues can be created." that "something should be done so that they can capitalize on getting stuff...into writing," that "if we can get anything on Ingram (or) Peterson (or) finance records..., it's all vital," and that "Joey" should find what payments went to attorneys; and, further assuming it to be true that Armstrong gave "Joey" a list which specified "plan" or "anything" "on" certain matters and stated "get me an original...issue type"; that he told "Joey" he had given and would give documents "to the Feds," that he could duplicate things and create documents, and that something could be pasted and photocopied; these allegations nonetheless do not constitute evidence that Mr. Armstrong, with the requisite intent, asked anyone to commit the crime of burglary, receiving stolen property, or forgery. We therefore find no basis for further investigation of the allegation that Gerald Armstrong violated Penal Code section 653f.

A person aids and abets the commission of a crime if, with knowledge of the perpetrator's unlawful purpose and with the intent to encourage or facilitate the commission of the crime, he aids, promotes, or instigates its commission.

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The documents submitted to us indicate that Gerald Armstrong gave "Joey" Al Lipkin's telephone number, that he told "Joey" that he had told Lipkin some people might want to talk to him, that he told "Joey" that he had told Lipkin to go after Peterson, and that he mentioned Al Ristuccia to "Joey". The allegations regarding Michael Flynn are described above.

None of those allegations is itself evidence of any unlawful connection between those men and Mr. Armstrong. Further, since we have been presented with no significant evidence of any unlawful conduct on the part of Mr. Armstrong, we do not find that there is sufficient evidence to warrant further investigation of the allegations that Al Lipkin, Al Ristuccia, or Michael Flynn aided and abetted the commission of any crime.

In addition to the lack of evidence set forth above, it must also be noted that, lacking knowledge of the manner in which the video tape recordings were obtained, we do not know whether their acquisition violated either United States or California law. If it violated federal law, material thus acquired even if relevant - which it does not appear to be - might be inadmissible in evidence.

For all of the reasons described above, we have concluded that there is no evidence in support of the allegations of criminal conduct on the part of Daryl Gates, Al Lipkin, Al Ristuccia, Gerald Armstrong, and Michael Flynn. Accordingly, we shall take no further action in this matter, and our file is closed.

Very truly yours,

IRA REINER
District Attorney

CURT LIVESAY
Assistant District Attorney

By 
ROBERT N. JORGENSEN
Deputy District Attorney

jeb

c: Chief Daryl Gates, L.A.P.D.
Ron Townsend, I.R.S.
Al Lipkin, I.R.S.
Al Ristuccia, I.R.S.
Gerald Armstrong
Michael Flynn

FOOTNOTES

1. This is set forth in a document entitled "6. Obstruction of Justice".
2. See Exhibit 7 attached to "6. Obstruction of Justice."
3. See Exhibit 11 attached to "6. Obstruction of Justice."
4. See Number 1, above.
5. See document entitled "5. Conspiracy."
6. See Number 1, above.
7. See document entitled "2. Soliciting... ."
8. See document entitled "1. Soliciting... ."
9. See Number 5, above.
10. See document entitled "4. Preparation of False Documentary Evidence."
11. See document entitled "3. Extortion."
12. See document entitled "1. Soliciting... ."
13. See Exhibit 1 page 16.
14. See document entitled "2. Soliciting... ."
15. See Number 1, above.
16. See Number 5, above.
17. See Number 8, above.
18. During our December 10 meeting, Messrs. Peterson and Butterworth identified "J" as "Joey".

HCO POLICY LETTER OF 15 AUGUST 1960
Re-issued from Sthil

Assn Secs
HCO Secs

DEPT OF GOVT AFFAIRS

(Cancels any previous directions to set up a Special Zone Dept)
(This Policy Letter is mandatory all Central Organizations)

There shall be established on a board level and outside the structure of the Central Org and HCO but under the board of HASI Ltd, a new department to be called "The Department of Government Affairs".

More and more, as governments disintegrate under the threat of atomic war and communism, central organizations have had to give high executive time to governmental affairs to the great loss of the organizations themselves. The enturbulence entered into Scientology activities by legal matters, tax matters, and matters of assisting governments to maintain stability, has sapped our time and fixed our attention to our own loss.

Now to remedy this situation, I wish to contain and cordon, in a military sense, this incursion and to prohibit utterly and completely such entrance (of these matters or our own project for governments) into Central Org or HCO comm lines. In other words, Central Orgs and HCOs are run by, for and as Scientology service and activity units and the special Department of Government Affairs shall handle other matters and specifically deny such non-Scientology matters entrance into organizational comm lines.

The Department of Government Affairs shall be headed and directed with a minimum of personnel and shall not be able to call upon the personnel of the Central Org or HCO for further assistance than the relay of communications.

The Director of Government Affairs shall be a fully qualified person of good judgement subject to control of the Board of Directors and shall be subject to the advices and directions of the Board and the HCO and Assn Secretary. Only Washington and South Africa are excluded from supervision of the Dept by the Assn Sec, Org Sec and HCO Sec. In all other offices the Director of Government Affairs shall be subordinate to the Assn Sec and HCO Sec.

Under this department comes the corporation's solicitors, attorneys, chartered accountants and any attorney or accountant hired directly by the corporation for outside legal or tax or filing purposes.

The allotment and issue of shares comes under this department, but the actual invoicing and banking shall be done as always by the Dept of Accounts or, for HCO, by the HCO Secretary.

All contracts, filings with the government, all tax reports and their preparation, corporation minutes, annual meetings, legal papers, suits against and by the corporation, whether HASI Ltd or HCO Ltd, all legal investigatory work and detectives, all contacts with government agents, bureaus and departments, all assistance to governments, messages to governments, handling answers from governments or courts shall be cared for by the Department, whether to advance or protect Scientology or its corporations by government or legal channels.

All legal documents and the Valuable Document files for HCO and HASI shall be kept by the Department in a proper safe in accordance with previous rules written for the keeping and handling of valuable documents.

All share sales reports and all legal, governmental and corporation reports to be made to the boards shall be made to it by this Department.

No shares may be advertised or issued save with the approval of this department.

No contracts, purchases or mortgages may be undertaken without the approval of this Department and then only by the action of this Department.

It is clearly understood that the Department shall not undertake financial management for the Central Org or HCO nor may it direct the Central Org or HCO on purely Scientology affairs or Scientology dissemination except where these may impinge directly upon the government, and even then this Department is enjoined from forcing government laws or rulings upon the Central Org or HCO by threat of danger or ominous advices, nor may the Department employ either solicitors nor accountants who specialize in ominous advices to the Orgs since the Orgs could be discouraged or impeded by such.

The object of the Department is to broaden the impact of Scientology upon governments and other organizations and is to conduct itself so as to make the name and repute of Scientology better and more *forceful*. Therefore defensive tactics are frowned upon in the department. We are not trying to make the Central Orgs and HCOs "be good". We are trying to make their reach more secure and effective. Only attacks resolve threats.

In the face of danger from Govts or courts there are only two errors one can make: (a) do nothing and (b) defend. The right things to do with any threat are to (1) Find out if we want to play the offered game or not, (2) If not, to derail the offered game with a feint or attack upon the most vulnerable point which can be disclosed in the enemy ranks, (3) Make enough threat or clamor to cause the enemy to quail, (4) Don't try to get any money out of it, (5) Make every attack by us also sell Scientology and (6) Win. If attacked on some vulnerable point by anyone or anything or any organization, always find or manufacture enough threat against them to cause them to sue for peace. Peace is bought with an exchange of advantage, so make the advantage and then settle. Don't ever defend. Always attack. Don't ever do nothing. Unexpected attacks in the rear of the enemy's front ranks work best.

Never put the organization on "wait" because of courts or other matters. It's up to the Department to make the actions of HCO Secs and Org Secs *right*, not enjoin right actions on the HCO and Org Secs.

To win we must have treasure and verve. If a Central Org and HCO function perfectly as service units then treasure and consequent security for the further advance are to hand. If the Department operates with verve and elan, even with rashness, it will afford a screen behind which organizations can work.

Example: BMA attacks Scientology in Australia via the government. Answer: throw heavy communication against the weakest point of the BMA—its individual doctors. Rock them with petitions to have medical laws modified which they are to sign. Couple the BMA attack with any group hated by the government. Attack personally by threats or suits any person signing anything for the BMA. Slam the matter into politics, advance a bill into parliament that strips the BMA of all legal rights by opening healing to all. Make the attack by the BMA look ridiculous. Attack medical practices. Investigate horrible practices loudly. (*Always* investigate loudly never quietly.) Make the distinct public and governmental impression and BMA impression that they've run into a barrage of arrows or electronic cannon and that continued attack by them will cause their own disintegration. As all this is being done on a thought or idea level the restimulation of their engrams results in the total impression that they are surrounded by their own dead and the battery may fire again at any minute. And if one makes in writing not one slanderous or libelous statement, there is no defense by them. This example is patterned on what just happened and what we did in Australia where we are winning strongly.

The personnel of the Department should be freed of past track legal and governmental overts by the HGC using evening auditing. This is a must or the Department will otherwise attract attacks. Further, the higher the department personnel is raised on "control" through running help, the less action will have to be undertaken by it and the more it will actually accomplish without violent action.

The goal of the Department is to bring the government and hostile philosophies or societies into a state of complete compliance with the goals of Scientology. This is done by high level ability to control and in its absence by low level ability to overwhelm. Introvert such agencies. Control such agencies. Scientology is the only game on Earth where everybody wins. There is no overt in bringing good order.

The offices of the Department, so far as is possible, should be so situated as to bring no government traffic into the main avenues, comm lines or halls of the Central

Organization or HCO or so as to divert it to the maximum extent from said avenues, comm lines and halls.

The following personnel appointments are made, conditional to acceptance, as Directors of Government Affairs:

United States:	Marilynn Routsong	Los Angeles:	Dick Steves
South Africa:	Jack Parkhouse	Australia:	Denny Gogerly
London:	George Hay	New Zealand:	Steve Stevens.

In the United States and South Africa the head of the Department of Government Affairs shall be also Trustee or Area Director of the Central Organization while the Org Sec and Assn Sec shall not be, but will be officers of the corporation.

This policy letter and these appointments are prompted by the following facts:

1. My own traffic on government legal affairs is far too heavy and I need help of magnitude on a continental level.
2. HCO Secs and Assn Secs are having difficulty holding down their Orgs and the field because of the time demanded by government affairs.
3. The activity will get heavier rather than lighter.
 - (a) The deterioration of government order is accelerating with consequent confusion in all related affairs;
 - (b) Increasing amounts of order must be maintained by us at a governmental level against the possibility of finding our areas without governments.
4. We are about to file HASI Ltd and HCO Ltd in all areas with the attendant heavy legal and governmental action necessary.
5. We are about to arrange for the release of and the issue of over half a million pounds of shares to the public, thus making heavy demands on legal and government lines.
6. We are about to finance and erect various media of communications, such as radio stations, on the various continents and this will require enormous amounts of liaison and action in such a department.
7. We are about to finance and find new quarters in the United States and such activities come under the new Department.
8. Due to new clearing techniques, our sphere of control is widening. This is purely a case phenomenon, but will be felt heavily by Orgs in the future. It is necessary to provide comm lines for this widening of influence.

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L. RON HUBBARD

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PROOF OF SERVICE

I am employed in the county of Marin, State of California. I am over the age of eighteen years and not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California 94960. I served the foregoing document(s) described as:

ARMSTRONG'S SUBMISSION OF EXHIBIT INADVERTENTLY OMITTED FROM EVIDENCE FILED IN SUPPORT OF OPPOSITION TO MOTION FOR PROTECTIVE ORDER AND SANCTIONS RE SPECIALLY PREPARED INTERROGATORIES

on the following persons on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Laurie J. Bartilson, Esquire
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, CA 90028

MAIL

Michael L. Walton, Esquire
P.O. Box 751
San Anselmo, CA 94979

MAIL

(By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

(Personal) I caused said papers to be personally served on the office of counsel.

(State) I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: March 3, 1995

